The Solicitors' Journal.

LONDON, NOVEMBER 19, 1881.

CURRENT TOPICS.

THERE ARE UNDERSTOOD to have been several recent applications for silk, both at the equity and common law bars.

MR. JUSTICE CHITTY will continue hearing non-witness causes until his list is exhausted. A week's notice will be given before any witness causes are in his lordship's paper.

MR. JUSTICE CHITTY will in future rise at two o'clock on Saturdays. The result of this change will be that all the courts of the Chancery Division will rise at a uniform hour on Saturday.

THERE SEEMS TO BE no good reason why on another matter the practice of the courts of the Chancery Division should not be made uniform. All the judges except Mr. Justice CHITTY take their seats in court at 10.30, while he sits at 10 o'clock. Since the court over which he presides is not now closed on one day in each week, as it was in the time of the Master of the Rolls, the gain of half-an-hour a day is no longer necessary to make up that loss, and to solicitors the advantage of the extra half-hour at their offices would be very great.

ONE RESULT of the demolitions in connection with the enlargement of the chapel at Lincoln's-inn has been to reveal the unpleasant fact that for years the learned congregation have been in peril from the insecure condition of the roof. The timbers have been found to be decayed, and in addition to the other alterations contemplated, it will be necessary to re-roof the building.

THE MEETING of the Incorporated Law Society to consider the Procedure Committee's recommendations is unfortunately fixed for a day which debars us from furnishing our readers with a report this week. It is, however, obviously impossible that any definite conclusions can be come to on Friday, beyond a decision as to the mode in which the investigation of the subject is to be conducted. We believe it is suggested that a committee shall be appointed to act with the council and to report to a future meeting on this subject; and provided the committee is made sufficiently representative, there seems to be no better mode of dealing with the matter than this. Many of the proposals of the Procedure Committee involve questions of great difficulty, requiring prolonged consideration, and before they are discussed by a large meeting it seems desirable that a series of resolutions should be formulated to serve as a basis for debate. After this has been done, and the proposed resolutions have been circulated among the members of the society, there will be every prospect of a valuable discussion at the adjourned meeting. But we would suggest the advisability, in order that the expression of opinion may be general, of introducing a self-denying ordinance restricting the speeches of members on each resolution to not exceeding five minutes.

IT APPEARS, from the telegraphic accounts which have reached this country of the proceedings at the trial of GUITEAU for the murder of the late President, that "most of the jury panel, as called, said that they had formed opinions on the case, and several said that GUITEAU should be hanged"; that on the first day only five jurors were obtained, and that on the second day the court adjourned, the panel having been exhausted, and only nine jurors having been obtained. It is curious that objections on this ground have so seldom occurred in England. At the trial of O'COIGLY and others for treason, one of the panel, who on looking on the prisoners uttered the words "d——d rascals," was set aside (4 Chit. Blackstone, 354, note). But to attain this result it is not necessary that the juror should have expressed so decided an opinion, or any opinion, as to the character or the guilt of the prisoner. If there is reasonable ground for suspicion that he will act under some prejudice, a challenge may be made "for favour." In this case "the causes of favour must be left to the judgment and discretion of" two triers (Co. Lit. 157b.), who are sworn to try whether the juror challenged stands indifferent between the parties. The juror objected to may be examined before the triers as to the "leaning of his affection." And it seems that there are cases in which the court ought to excuse a juryman on the panel when called, without any challenge being made. In *Mansell* v. *Reg.* (8 E. & B. 54) the court intimated an opinion that if the judge discovers an objection to a juror, he may, of his own motion, direct the juror to withdraw.

AMONG THE LAST JUDGMENTS of the Court of Appeal in which the lamented Lord Justice JAMES took part was the decision of *In re Goodman's Trusts* (29 W. R. 586, L. R. 17 Ch. D. 266), which made an important step towards further lightening the traditional weight with which English law has always pressed upon children held by its rules to be born out of lawful wedlock. In that case a child who had been born abroad of English parents domiciled at the place of birth, and was legitimate by the law of that place but not by English law, claimed as one of the next of kin under the partial *intestacy* of a sister of the father. Lords Justices JAMES and COTTON, held (Lord Justice LUSH dissenting) that the child was entitled to take. A few days ago Mr. Justice FRY was called upon to decide (*Forestier* v. *Buddicom*) whether he would apply the same principle to a claim to take under a *will*. The only other difference in the circumstances was that the parents, instead of being English and domiciled abroad, were French people domiciled in France at the time of the child's birth. The learned judge held that in this case also the child was entitled to take. At first sight the reader might suppose that no other course lay open to him, unless he was prepared to dissent from the decision of the Court of Appeal in *In re Goodman's Trusts*. But the judgments delivered in that case laid so much stress upon certain considerations, by no means so obviously applicable to a will as to the Statute of Distributions, that sufficient ground might perhaps have been found for distinguishing the case. The balance of judicial opinion, by which *In re Goodman's Trusts* was decided, Lords Justices JAMES and COTTON against Lord Justice LUSH in the Court of Appeal, and the Master of the Rolls in the court below, does not lean so heavily in favour of the opinion which finally won the day, as to forbid all thought of nibbling at its authority. The decision of Mr. Justice FRY is, therefore, of much importance, as probably laying for ever certain doubts which, if once raised, would have been troublesome to settle.

A QUESTION OF GREAT IMPORTANCE on the construction of section 19 of 59 Geo. 3, c. 12 ("Sturges Bourne's Act"), was decided by the Court of Appeal on Friday last. That section empowers the vestry of any parish by resolution to rate to the relief of the poor owners instead of occupiers in the case of houses, &c., "which shall be let at any rent not exceeding £20 nor less than £6 by the year for any less term than one year, or on any agreement by which the rent shall be reserved or made payable at any shorter period than three months." The vestry of

the parish of West Ham passed a resolution in the terms of this section, whereupon one of the owners in the parish possessing a large number of cottages let at eight shillings a week a piece, or thereabouts, so that the yearly rent exceeded £20 a year, was assessed to the poor-rate instead of the cottagers. Against this assessment he appealed, contending that the words "at a rent not exceeding £20," governed the section, so that the cottages were not assessable under the Act. A special case having been stated, a divisional court (HUDDLESTON, B., and HAWKINS, J.) was equally divided, but gave formal judgment for the Assessment Committee. The Court of Appeal (Lord COLERIDGE, C.J., and BRETT, L.J.; BAGGALLAY, L.J., dissenting) has now reversed the judgment, but it is understood that there will be a further appeal to the House of Lords. Upon reference to the section, which is from its extreme length a peculiarly painful one to read, it will be found that the question of construction is whether the words, "at any rent not exceeding £20 nor less than £6, by the year," are what is called "governing words," so as to apply to all that follows, or whether the words, "or on any agreement by which the rent is made payable at a less period than three months," are to be read independently. Grammatically this part of the section will bear either construction, but it also contains a power to the vestries to alter the resolution by a new one, "so as no such [new] resolution shall extend to assess the owner of any house which shall be let at a greater rent than £20, or less than £6, as aforesaid." This proviso seems to show that the enacting part of the section extends only to houses let at a rent amounting to £20 a year, or less. On the other hand, where the letting is weekly, the tenants are more likely to have their tenancies determined at short periods, so as to come within the mischief of the section laboriously explained in the preamble. It is curious that so patent an ambiguity should have escaped legal notice since 1819, when Mr. STURGES BOURNE passed 59 Geo. 3, c. 12, through Parliament, and it is all the more curious because there has been twice legislation in *pari materiâ*—*i.e.*, by 13 & 14 Vict. c. 99, and 32 & 33 Vict. c. 41. Perhaps the decision of the House of Lords on the further appeal may give rise to a consolidation of the law relative to the rating of owners instead of occupiers.

PRINCIPAL AND SUB-AGENT.

THE case of the *New Zealand and Australian Land Company* v. *Watson* (29 W. R. 694, L. R. 7 Q. B. D. 374) illustrates rather forcibly the uncertainty of law, Field, J., having, upon further consideration, given an elaborate judgment for the plaintiffs, but the Court of Appeal having unanimously reversed his judgment. The case involves first principles, and ought, one would suppose, to be easy of solution in a manner consistent with justice, but it would appear from the difference of opinion among the judges that such is not the case. The facts, which were somewhat complicated, were briefly as follows:—The plaintiffs, who were landowners in New Zealand, were in the habit of shipping wheat from New Zealand to England for sale on the London market, taking bills of lading which made the wheat deliverable to themselves in London, and indorsing these bills to M. and T., merchants and factors at Glasgow, with instructions to sell the wheat in London. M. and T. having no house or agency in London, were themselves in the habit of indorsing these bills of lading to the defendants, who were cornfactors and brokers in London, for the purpose of their selling the wheat there. When any sales were effected M. and T. delivered account sales to the plaintiffs in the usual form, deducting a *del credere* commission of three per cent., whilst the terms upon which the defendants were employed by M. and T. were different, being a factorage of £2 per cent., and not a *del credere* commission. The indorsement of the bills of lading by the plaintiffs to M. and T., and by M. and T. to the defendants, was in each case only for the purpose of selling the wheat, and without any intention of passing the property in it. The plaintiffs knew that the sales effected for them by M. and T. in London were made by brokers employed by M. and T., but the plaintiffs were in no way parties to the particular contracts of sale, nor were their names disclosed upon them. The defendants effected sales of certain cargoes of wheat which had been so consigned for sale by the plaintiffs in the above mode, and paid the proceeds into their own account with their bankers, and from time to time made remittances to M. and T. on account of them, but on reference to the defendants' books of account the proceeds of the particular cargoes could be separated and identified. M. and T. carried on business at Leith as well as Glasgow, and they employed the defendants in respect of both businesses, and when they stopped payment, which they subsequently did, they were indebted to the defendants upon the Leith account, but not on the Glasgow account. The plaintiffs having brought an action against the defendants for the net balance of the proceeds of the said cargoes of wheat, after deducting the remittances made to M. and T. in respect thereof, but without giving credit for the amounts due to them from M. and T. on other transactions, the jury found at the trial, first, that the plaintiffs did not, through their agents, employ the defendants to sell and account for the proceeds of the wheat, and secondly, that the defendants knew, or had reason to believe, that M. and T. were acting in the sales as agents for a third person. Field, J., held that, notwithstanding the first finding of the jury, the plaintiffs, upon the admitted facts, were entitled to recover the balance claimed from the defendants without any set-off in respect of other transactions between the defendants and M. and T., and that their right to recover was both as undisclosed principals, and also as being owners of the corn, and as such entitled to follow the proceeds of their property in the hand of the defendants in their fiduciary character of agents and trustees. The Court of Appeal (Bramwell, Baggallay, and Brett, L.JJ.) reversed this decision, and held that the plaintiffs were not entitled to recover, as there was no privity of contract between them and the defendants, and that the defendants did not stand in any fiduciary character towards the plaintiffs so as to entitle the latter to follow the proceeds of their property into the defendants' hands without giving credit for the sum due to the defendants from M. and T. on their general account.

Stripping the case of mere details, it seems to come to this. A. employs B. to sell goods for him on certain terms, consigning the goods to him for that purpose. B. employs C. as a sub-agent, and hands over the goods to C. for the purpose of effecting the sale upon different terms. C. sells the goods and claims to hold the proceeds as against A. as a set-off against the general balance due from B. to C. It certainly seems to us, we must confess, that, whatever the legal result may be, the judgment of Field, J., was more consistent with the justice of the particular case than that of the Court of Appeal. It should be observed that there does not appear in this case to have been any question of any prejudice to C. arising from his having been allowed to suppose that B. was a principal in the transaction and the owner of the goods, for the jury found that the defendants knew, or had reason to believe, that M. and T. were acting as agents for a third person. Of course it is a well-known doctrine applicable to cases of an undisclosed principal that the party dealing with an agent who purports to act as principal shall not be prejudiced by the intervention of the real principal where, owing to the state of the account between him and the agent, it would be inequitable that he should be so, as, for instance, when he has trusted the agent on the strength of having funds of his in his hands. But apparently no such consideration came in in the present case. And, under these circumstances, with much diffidence, we must say that, apart from technicalities, we have some difficulty in seeing why in justice C., having goods bailed to him by B., for the purpose of selling, of which he knows, or has reason to believe, that B. is not the owner, is entitled to hold the proceeds of those goods against B.'s general indebtedness to him.

Suppose C., instead of selling the goods, converted them otherwise to his own use. C. could, under the present state of the law, set off his debt against B. in an action of trover if B. were the real owner, but clearly not against A., the true owner. We must confess we are rather puzzled to see why, if the proceeds of the goods are sued for as money had and received, the result should be different. At the same time we cannot think that it is really a question of equity, or that there is any trust imposed upon the proceeds, because they can be earmarked or identified as the proceeds of the goods. Such a doctrine would give A. a better right than C.'s trustee in bankruptcy, which we do not see that he should have. The case cannot, as it seems to us, be put

higher than that the proceeds of the goods should be money received to A.'s use, subject, of course, to the equities to which we have before alluded as common to all cases of undisclosed principals.

Field, J., in the court below, seems to have been of opinion that one who employs another as an agent ought to have an election to constitute himself principal in respect of a contract made by his agent for the purposes of his employment, though possibly, as between himself and his agent, the latter was not, strictly speaking, authorized to enter into the contract; and that the case was within that proposition. Bramwell, L.J., seems to have been of opinion that the fact that the terms as between the plaintiffs and M. and T., and as between M. and T. and the defendants, were different, was conclusive to show that there could be no privity between plaintiffs and defendants. It does not seem to us quite clear that this argument is irresistible. Assuming that the plaintiffs had the power to elect to put themselves in the place of M. and T. as principals, of course they must take to the contract *cum onere*. There could be no doubt that the defendants would be entitled to deduct from the proceeds the commission for which they had agreed with M. and T. Again, it was urged by the learned Lord Justice that, if the defendants were to bring an action for their commission, it must be against M. and T., and not the plaintiffs. This seems to depend on similar considerations. The plaintiffs possibly might say that they were not parties to, and repudiate, the contract made by M. and T., but if they elected to take to it they must do so for all purposes; so that there does not seem any insuperable difficulty arising out of the difference of terms.

A more formidable argument used by the Lord Justice is that the plaintiffs could not have sued the defendants for misconduct in improperly selling the goods, but must have sued M. and T. We confess that this argument seems to us very weighty, but we should hesitate before admitting the premiss. It seems an unfortunate state of the law if it be so, because it would be clear that M. and T. could, if damages were recovered against them, sue the defendants, and therefore there must be two actions instead of one (except so far as the provisions for bringing in third parties might be available, which hardly affects the argument). Lord Justice Bramwell distinguishes the case from that of an undisclosed principal intervening and making himself party as vendor to a contract for the sale of goods, on the ground that there the authority of the agent is to put the principal in privity with the vendee, whereas there is no authority given to the agent to put the vendors in privity with a sub-agent, which was what was sought to be done in the case under discussion. But it occurs to us that it may throw some light on the case to consider what the relation of the plaintiffs to the vendee of the defendants would be. Surely the vendee of the goods would be in privity with the plaintiffs if the plaintiffs chose to intervene as principals. Could the plaintiffs, if the price of the goods had not yet been paid over to the defendants, have intervened and sued the vendees? If they could, then why should the mere fact that the price happened to have been paid over to the defendants let in the defendants to set off their general balance against M. and T.? It is to be observed that the decision of the Court of Appeal, carried to its logical consequences, would seem to lead to the conclusion that the plaintiffs had no right to sue the defendants at all, not merely that defendants could set off their general balance against M. and T., and that their only remedy was against M. and T. as having received the price of the goods through their agents, the defendants.

A great difficulty in the particular case is, that the first finding of the jury stands undisturbed, and if the ultimate decision is to be considered as based upon that finding, it can hardly be treated as deciding much in point of principle. The case raises interesting and difficult considerations which cannot at present be said to be disposed of in an altogether satisfactory way.

Sheriff Macdonald is stated to have declared in his court at Perth on Monday that all the Acts of Parliament passed during the last twenty years had been the cause of greater annoyance and perplexity than everything in the Statute-book before that. The Employers' Liability Act in particular was "an awful hash."

THE PRACTICAL EFFECT OF THE CONVEYANCING ACT.

IX.—As to Trusts (*continued*).

Sections 31—36 of the Act are designed to take the place, with improvements, of some similar provisions contained in part 3 of Lord Cranworth's Act (23 & 24 Vict. c. 145), which is repealed. One or two beneficial changes, to be presently noticed, have been introduced.

Section 31, which is to take effect only if its operation is not excluded by the instrument creating the trust, and subject to its provisions, begins thus:—

"31.—(1.) Where a trustee, either original or substituted, and whether appointed by a court or otherwise, *is dead*, or remains out of the United Kingdom for more than twelve months, or desires to be discharged from the trusts or powers reposed in or conferred on him, or refuses or *is unfit* to act therein, or is incapable of acting therein, then the person or persons nominated for this purpose by the *instrument, if any*, creating the trust, or if there is no such person, or no such person able and willing to act, then the surviving or continuing trustees or trustee for the time being, or the personal representatives of the last surviving or continuing trustee, may, by writing, appoint another person or other persons to be a trustee or trustees in the place of the trustee dead, remaining out of the United Kingdom, desiring to be discharged, refusing or being unfit or being incapable as aforesaid."

Here we find that residence abroad for twelve months has been added to the occasions contemplated by the repealed section 27 of Lord Cranworth's Act: an addition which very well accords with the prevailing practice. The section is remarkable for its very free use of the present tense to refer to future occasions, and of the locative adverb *where* in some sense or another which is at all events not locative. These idioms are the "common form" of the Act; but they are here employed with more than the common awkwardness, and perhaps with more than the common risk of misinterpretation. It is possible that the words "*Whenever any* trustee . . . *shall die*," of Lord Cranworth's Act, have been altered into, "*Where a* trustee . . . *is dead*," to the intent that the section shall apply to the case of a trustee who has died before the commencement of the Act. If this was the desired object, it might have been better attained by adding the words "or shall have died before the commencement of the Act." The change in this case involves a mere inelegance of expression. But ambiguities have elsewhere been introduced. Why have the words "Whenever any trustee . . . shall . . . become unfit . . . to act," of Lord Cranworth's Act, been altered into, "Where a trustee . . . is unfit to act"? There is no doubt that infancy disenables a trustee to act. This fact has no application to the phrase of Lord Cranworth's Act, for it cannot be said that an infant *becomes* unfit. But it might be said that an infant *is* unfit. It sometimes happens that a testator appoints as trustee or trustees one or more children under age, in the expectation (not, of course, always fulfilled) that by the time of his death they will have reached majority. Are we to infer that, by virtue of the present provision, any such infant trustee might be removed from the trust upon the ground that he "is unfit to act" in "the trusts or powers reposed in him"? Under such circumstances the court has deemed it expedient to appoint a new trustee under the Trustee Act (*Re Gartside's Estate*, 1 W. R. 196).

We may observe that in the phrase "person or persons nominated for the purpose by the instrument, *if any*, creating the trust," there is some uncertainty, owing to the language of other parts of the section, whether the words "if any" qualify the words "person or persons" or the word "instrument." In sub-section (5) we find the phrase, "the instrument, if any, creating the trust;" and the same phrase is found in sub-section (7). It is noteworthy that in these two last-mentioned sub-sections, the same phrase gives rise to a very different surmise.

"(5.) Every new trustee so appointed, as well before as after all the trust property becomes by law, or by assurance, or otherwise, vested in him, shall have the same powers, authorities, and discretions, and may in all respects act, as if he had been originally appointed a trustee by the instrument, if any, creating the trust."

Here the only powers given are those conferred by "the instrument, if any." If there is no instrument, there seem to be no powers. It would therefore seem, so far, that the section con-

templates only trusts created by *instrument*; that is, (see section 2, sub-section 13, which defines the term *absolutely*, and says nothing about a contrary intention,) by "deed, will, inclosure award, and Act of Parliament."

But hear sub-section (7):—

"(7.) This section applies only if, and as far as, a contrary intention is not expressed in the instrument, if any, creating the trust, and shall have effect subject to the terms of that instrument, and to any provisions therein contained."

Here the implication seems to be exactly the other way. If there is no instrument, there is certainly no contrary intention expressed in it; and the section does therefore seem to apply to trusts created otherwise than by "instrument." It is superfluous to remind the reader that trusts may be declared and created of chattels personal by parol; and of lands, by any writing sufficient to satisfy section 7 of the Statute of Frauds.

We may also observe that, though under section 31, sub-section (1), the appointment of a new trustee may be made by *writing* only, the new trustee will not be able to exercise the powers given by section 34, unless he is appointed by *deed*.

The points in which the legislation of section 31 differs from that which it supersedes may be summed up as follows:—(1) The residence of a trustee abroad is made a ground for appointing a new trustee in his place; (2) it is enacted that on an appointment of a new trustee (which phrase we presume to apply also to an appointment of more than one) the number of trustees may be increased; which could not, independently of the Act, be lawfully done; nor did Lord Cranworth's Act contain any such authority, although Malins, V.C., once held that an appointment of two trustees in the place of an original single trustee, under that Act, was valid: *In re Breary* (W. N. 1873, p. 48); (3) the doubt which formerly existed has for the future been removed, as to the lawfulness of a trustee, not expressly authorized so to do, acting in the trusts before the trust estate has been vested in him. And a fourth change in the law seems to have been effected, which requires a few words of separate discussion:—

"(3.) On an appointment of a new trustee, it shall not be obligatory to appoint more than one new trustee, where only one trustee was originally appointed, or to fill up the original number of trustees where more than two trustees were originally appointed; but, except where only one trustee was originally appointed, a trustee shall not be discharged under this section from his trust unless there will be at least two trustees to perform the trust."

We understand the first part of this provision to mean that in cases where a single trustee was originally appointed, but the number of trustees has afterwards been increased, it shall be lawful to reduce the number of them to a single one. The latter part of the sub-section seems to provide that in cases where more than two trustees were originally appointed, it shall be lawful to reduce the number, but not below two.

Section 32 introduces a wholly new principle into the law of trusts:—

"32.—(1.) Where there are more than two trustees, if one of them by deed declares that he is desirous of being discharged from the trust, and if his co-trustees and such other person, if any, as is empowered to appoint trustees, by deed consent to the discharge of the trustee, and to the vesting in the co-trustees alone of the trust property, then the trustee desirous of being discharged shall be deemed to have retired from the trust, and shall, by the deed, be discharged therefrom under this Act, without any new trustee being appointed in his place."

This provision applies only "if and so far as a contrary intention is not expressed in the instrument, if any, creating the trust, and shall have effect subject to the terms of that instrument *and to any provisions therein contained*." It is made applicable to trusts created either before or after the commencement of the Act. The question may be suggested whether as regards trusts containing the usual power of appointment of new trustees, its operation will be excluded? We should suppose that, in the case of private trusts, where the usual power is merely that "it *shall be lawful*" to appoint new trustees, the section will not be excluded by its use. The form in charitable trust deeds is, however, often obligatory. We think this statutory power is a fair and proper one and ought to be allowed to come into operation. But we think that some restriction is needed to qualify the operation of the provision, that the retiring trustee shall "be deemed to have retired from the trust, and shall, by the deed, *be discharged therefrom under this Act*." It should hardly have been left to the court to construe these words as not relating to the case of a trustee who desires to retire in order to enable his co-trustees to commit a breach of trust. There can, we presume, be no objection to both the deeds mentioned in the sub-section being united in one deed"

Though section 33 does not contain any saving of power to settlors to exclude its operation, yet it is not declared to take effect notwithstanding (to use the Act's formula) any expression of intention to the contrary.

"33.—(1.) Every trustee appointed by the Court of Chancery, or by the Chancery Division of the court, or by any other court of competent jurisdiction, shall, as well before as after the trust property becomes by law, or by assurance, or otherwise, vested in him, have the same powers, authorities, and discretions, and may in all respects act, as if he had been originally appointed a trustee by the instrument, if any, creating the trust."

The part of Lord Cranworth's Act for which this is substituted, does not lie open to this doubt, since section 32 of that Act contains a general power of exclusion which seems to be sufficient for the suggested purpose. This is not a question which ought to have been left doubtful. We may remind the reader that previously to Lord Cranworth's Act, all the powers of original trustees did not pass to trustees appointed by the Court of Chancery. The court refused to assume jurisdiction to intrust its own nominees with the exercise of powers which were thought to imply a relation of personal confidence with the settlor. The court also made no attempt to enable its nominees to exercise powers which operated by virtue of the Statute of Uses: a jurisdiction which, if it had been assumed, could only (in the absence of a statutory enactment to bind the courts of common law) have been enforced by circuitous means. It seems to be doubtful whether the statutory power contained in the present section would be intercepted by the express declaration of the settlor; and this doubt may sometimes give rise to inconvenience.

The next section provides a novel method of vesting trust property in new trustees.

"34.—(1.) Where a deed, by which a new trustee is appointed to perform any trust contains a declaration by the appointor to the effect that any estate or interest in any land subject to the trust, or in any chattel so subject, or the right to recover and receive any debt or other thing in action so subject, shall vest in the persons who, by virtue of the deed, become and are the trustees for performing the trust, that declaration shall, without any conveyance or assignment, operate to vest in those persons, as joint tenants, and for the purposes of the trust, that estate, interest, or right."

This should perhaps rather have said, "without any *further* conveyance or assignment"; for the declaration of course amounts to a statutory conveyance. It is difficult to see what will be gained by substituting this for an actual conveyance in those cases in which a conveyance is usually by the existing practice included in the deed appointing new trustees; especially as covenants against incumbrances on the part of retiring trustees will need to be expressly inserted. In some cases the interpretation of these privately made vesting orders might give rise to difficulty. If a tenant for life should take it upon himself to displace, upon the score of "unfitness," a trustee who should refuse submission to his decision, the question will arise whether the efficiency of the declaration to pass the legal estate is dependent upon the propriety of the exercise of the power of displacement and new appointment.

Sub-section (2) makes a similar provision applicable to the discharge of a trustee without the appointment of a new one. The section does not extend to copyholds, or mortgages upon which the trust funds are invested, or registered stocks.

Section 35, which concludes the portion of the Act which we are now reviewing, is in substitution for sections 1 and 2 of Lord Cranworth's Act. It applies only if not excluded; and only to trusts and powers created by an instrument *coming into operation* (in Lord Cranworth's Act the corresponding provision was contained in the word *executed*) after the commencement of the Act.

"35.—(1.) Where a trust for sale or a power of sale of property is vested in trustees, they may sell or concur with any other person in selling all or any part of the property, either subject to prior charges or not, and either together or in lots, by public auction or by private contract, subject to any such conditions respecting title or evidence of title, or other matter, as the trustees think fit, with power to vary any contract for sale, and to buy in at any auction, or to rescind any contract for sale, and to re-sell, without being answerable for any loss."

This, by the use of the word "trust," removes a doubt which has been thought by high authority to hang over the corresponding part of Lord Cranworth's Act—a doubt which never called for judicial decision. It differs from the provisions previously in force, by not including powers of *exchange* within its scope.

RECENT DECISIONS.

LEAVE TO DISCLAIM LEASE.

(*Ex parte East and West India Dock Company, In re Clarke*, C.A., 30 W. R. 22, L. R. 17 Ch. D. 759.)

In this case the assignee of a lease filed a liquidation petition, and the trustee in the liquidation applied to the court, under rule 28, for leave to disclaim. The application was opposed by the landlord, on the ground that, as, by section 23 of the Bankruptcy Act, 1869, a lease, if disclaimed, is to be deemed to have been surrendered as from the date of the appointment of the trustee, the effect of the disclaimer would be to deprive the landlord of his remedies against the lessee since that date. The landlord offered to undertake not to sue the trustee upon the covenants in the lease, and not to make any claim against the estate of the assignee, but did not offer to indemnify the trustee or the assignee's estate against any claim by the lessee upon the covenant in the assignment to indemnify him. The contention of the lessor, it will be seen, was based on the supposition that the opinion of the majority of the judges in *Smyth* v. *North* (20 W. R. 683, L. R. 7 Ex. 242) was incorrect. In that case Martin and Pigott, BB., expressed an opinion that disclaimer under section 23 of the Bankruptcy Act did not effect a complete surrender of the lease, so as, in the case of a bankrupt assignee, to deprive the lessor of his remedies against the lessee on the covenants in the lease. And in *Ex parte Walton, In re Levy* (L. R. 17 Ch. D. 756), Lord Justice James laid it down that section 23 must be understood as saying only that the lease "shall, as between the lessor on the one hand, and the bankrupt, his trustee and estate, on the other hand, be deemed to have been surrendered." In the present case the court did not think it had jurisdiction to decide whether this was the right view, and, indeed, it was unnecessary to do so, for they held that upon an application for leave to disclaim the discretion of the court should be exercised only with a view to the administration in bankruptcy of the bankrupt's estate, and for the benefit of all persons interested in that administration, and that leave to disclaim ought not to be refused on the ground that the position of other persons would be affected by disclaimer. Since it may be assumed that leave to disclaim is never asked for unless the disclaimer will be beneficial to the bankrupt estate, and that the landlord will never undertake to indemnify the estate of the bankrupt assignee against the covenant for indemnity in the assignment, the effect would seem to be that leave to disclaim a lease will never be refused. And it may perhaps be questioned, having regard to the principle laid down in the recent case, how far in future the power of the court to impose conditions on the grant of leave will be exercised as it was in *Ex parte Ladbury, In re Turner* (L. R. 17 Ch. D. 532).

REVIEWS.

THE CONVEYANCING ACT.

THE CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT. c. 41), (BEING AN ACT TO SIMPLIFY CONVEYANCING), WITH INTRODUCTION, SUMMARY, AND PRACTICAL NOTES AND CONVEYANCING PRECEDENTS, AND AN APPENDIX CONTAINING LORD CRANWORTH'S ACT, 1860; THE VENDORS AND PURCHASERS ACT, 1874; THE SETTLED ESTATES ACT, 1877; AND THE SOLICITORS' REMUNERATION ACT, 1881, WITH CAREFUL CROSS-REFERENCES AND COPIOUS INDEX, AND FORMS FOR USE UNDER THE ACT. By J. S. RUBENSTEIN, Solicitor. Waterlow Bros. & Layton.

This, our third book upon the Conveyancing Act, is of much slighter frame than that noticed by us last week. The plan is handy and deserves some praise. Its chief feature is a double summary of the Act; one very brief and broad, given in the introduction, while the other enters more into detail and is illustrated with notes. The index is arranged on a very ingenious plan, and the cross-references are useful. The Act itself is printed without other comment than references to the summary. Mr. Rubenstein has evidently taken pains to get at the Act's meaning; and the result is a creditably clear sketch of what he takes to be the scope of the projected alterations in law and practice. But the book makes no claim to be an exhaustive commentary, nor does it cite any cases. If it contains some propositions which we think cannot be defended, that is a cause for little wonder and less blame.

Nothing is more remarkable in the bibliography of this Act than the manner in which successive commentators, reversing the part of Balaam, start with a declared prefatory bias in favour of praising, only to find themselves subsequently tuning their notes in a different key. Ominous sounds begin early to mingle with Mr. Rubenstein's hopeful anticipations. Turning over a few more pages, we come upon unequivocal blame. "The provisions of the section [section 18] are of a dangerous character" (p. 28). "The language of the section [section 40] is somewhat loose" (p. 40). "It is not easy to suggest what is the effect on the whole section [section 42] of the words quoted" (p. 42). "The wording of this section [section 58] is not very clear, and the marginal note . . . . does not tend to mend matters" (p. 47). At p. 19, in a note upon his abridged version of section 3, Mr. Rubenstein makes some very good remarks showing how the common stipulation that the purchaser shall bear the expense of investigating the title, though not dangerous in its working under the existing practice, may easily become dangerous when supplied by implication in an open contract. These remarks agree in their outline with those made by us (vol. 25, p. 884) upon the danger of *implying* a condition to supersede inquiry into the lord's title on a sale of enfranchised copyholds. The general opinion expressed upon this point by Mr. Rubenstein does not sound very encouraging. "It may be in future as rash to sign an open agreement to purchase as it now is to sign an open agreement to sell" (p. 14).

Acquaintance with our columns might have saved Mr. Rubenstein from some errors, and have supplied him with some information. He explains the operation of section 13 by saying that, "on sub-demises the title to the leasehold reversion is not to be required" (p. 24). But it is now, we believe, agreed on all hands that we were right in referring the operation of this section to cases of sub-sub-demise. We have also pointed out the origin of that mysterious part 1 of the first schedule as to which Mr. Rubenstein only conjectures. We were rather startled while looking through Mr. Rubenstein's "Summary," to come upon the unhesitating imputation to the Act of something which looked ridiculous, which we had not noticed ourselves; and we turned hastily to section 14 to verify the statement (p. 25) that the covenant against assigning, mentioned in subsection (6) (i.), must be *unqualified*, and we are bound to say that we think that, in this instance, Mr. Rubenstein has accused the Act unjustly.

CORRESPONDENCE.

STAMP DUTY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your number for October 29 last, "Inquirer" asked to be advised upon questions of duty, and in your next number (November 5) I ventured to advise him thereon.

"Inquirer's" letter also appeared in one of your contemporaries, but a week after it appeared in your columns, and a correspondent replies in this week's number with opinions quite opposed to those I had expressed.

If, under these circumstances, your correspondent "Inquirer" be plunged into doubt, I venture to say that the duties named in your contemporary by "Z. Y." are altogether wrong, while, on the other hand, I also venture to say, that if "Inquirer" were to submit the instruments for *adjudication* by the Inland Revenue, he would find that the duties I named would be adjudged.

"Z. Y.," in his letter to your contemporary, says:—"Assuming that in cases (*a*), (*b*), and (*c*) there was a separate instrument." I saw no need for assumption, for, as well that "Inquirer" put his cases clearly and concisely, he also sufficiently clearly, as appeared to me, expressly stated there were separate instruments. ANSWERER.

DEFENDED PRISONER ADDRESSING THE JURY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—To the judges you name who allow a prisoner to address the jury as well as his counsel is to be added Mr. Justice Field. This learned judge's view, however, differs from those of his colleagues in the point

that he *allows the prosecution to reply* on the prisoner's address, just as if it were evidence.

I may add that Mr. Alfred Wills, Q.C., as recorder of Sheffield, has adopted the same practice.

It seems to me that the innovation which these learned persons have introduced is decidedly a wholesome one, and one which ought to be followed. One advantage of it is that it is a compromise between the old idea of the prisoner's mouth being closed, which induces defending counsel to talk such bunkum to the jury, and the new idea—a very dangerous one—of administering an oath to, and cross-examining, him.

W. S. S.

LEGACIES TO LAWYERS' CLERKS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I see that the late Sir John Karslake has left his clerk £2,000 in recognition of his long and faithful services.

It is always gratifying to read of such acts of liberality—they live in one's memory and act as a kind of spur. Might not eminent solicitors follow in the wake of eminent barristers in this thoughtful custom of legacy-giving in return for long and meritorious services?

I can recall the following instances of liberality by eminent barristers to their clerks:—Mr. Justice Quain, £5,000; Mr. Justice Crowder, £3,000; Lord Justice Giffard, £1,000; Lord Justice Thesiger, £1,000; and I should much like to see similar instances of thoughtfulness by eminent solicitors.

An Old Limb of the Law.

Lincoln's-inn, November 14.

JUDGES' CHAMBERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—So frequent and so just have been the complaints which have from time to time been made respecting the conduct of business at judges' chambers, that you will probably be glad to insert the experience I have recently had before one of her Majesty's judges, as showing that in some respects a great improvement has been made, though much still remains to be done, which it is greatly to be desired that the contemplated meeting of the Incorporated Law Society will be the means of causing to be ultimately introduced.

I wish then to say that I had the pleasure to-day of attending before Mr. Justice Watkin Williams, and am pleased to be able to record the painstaking and carefulness in which he considered the question submitted to him, and the patience which he displayed in grasping the facts, which were somewhat complicated; which consideration at his lordship's hands has unquestionably prevented an appeal, as both my opponent and I were well satisfied with the treatment we received. The application was to set aside a judgment, and an order which had subsequently been founded thereon. There were five affidavits for his lordship's consideration, which were carefully considered, as well as the observations made by my opponent and myself. It frequently happens at chambers that the judges keep their eyes fixed on the summonses before them, and never think to look up and see by whom they are addressed; thence it happens that some of them attach no more importance to the presence before them of the experienced solicitor than of the mere office-boy who may be in the receipt of a few shillings per week; the latter, being necessarily less familiar with the rules of polite society, has no difficulty in enforcing his views or rather his conclusions, while the former, naturally hesitating to be guilty of anything like rudeness, is less obtrusive, and frequently finds an order made without having had the opportunity to set forth his views satisfactorily.

It is true that Mr. Justice Watkin Williams' judicial experience is somewhat recent, but I cannot help feeling that if some of his colleagues would follow his example of patience and consideration, not only would the profession be better satisfied, but, what is of far higher importance, the interests of the public would be better served, and appeals would consequently be less frequent. In his management of chamber business Mr. Justice Watkin Williams has evidently been copying the example set by the judges of the Chancery Division, who invariably listen with patience and fairness to the representations made to them when they sit in chambers, and hence it frequently happens that in business of that description in the Chancery Division their lordships are either attended by experienced managing clerks, or by the principals, with the best results to the suitor. There seems, however, no reason why chairs should not be provided, as in the chambers of the Chancery Division, for those who attend before the judge, instead of their having to lounge in an uncomfortable and standing position over the high desk which separates them from the judge. Moreover, the judge's clerk should have special directions not to admit more than two or three cases at a time before the judge, otherwise the judge is tempted to hurry the business before him in order to attend to the cases which are waiting for hearing.

Now, Sir, the summons to which I have referred was an important one, and consequently, though assisted by an efficient clerk, I felt in the interests of my client that I should appear in person; and having been kept some time waiting, and also before the judge, and time having been taken up both in going from and returning to my office, and also my clerk having attended to draw up the order and assist me with the papers, all I am entitled by law to charge my client is the miserable sum of 6s. 8d. It is quite true I shall not charge so small a fee for my services, though the fact remains that I am not entitled to charge more than the sum indicated. In the chambers of the judges of the Chancery Division I should have been allowed a guinea for my attendance, and with that fee I should have been content. In addition there would have been the drawing up of the order, which would have also formed a further fee.

In the interests of the public and of the suitors, it is of great importance that solicitors should be reasonably remunerated for their time and attention in attending at judges' chambers, no matter to what Division of the Supreme Court the case may be attached. These are, however, points with which the Incorporated Law Society, through their council or otherwise, will have to deal, and I have no doubt from all I hear, they will be prepared and willing to suggest an acceptable remedy.

There is, of course, still ample room for improvement with regard to business at judges' chambers, which, however, will never be made to work satisfactorily until it closely follows the practice which prevails in the Chancery Division of the High Court. Desirable as the one-judge system may be from many points of view, it is of the essence thereof that the practice, from the commencement of the action to its termination, should be taken before the judge to whom the case may at first have been assigned.

I could say a great deal about the masters, and perhaps on a future occasion, with your permission, I will do so. Some say that they have become so inured to the practice of transacting business superficially that they are absolutely unable to carry out any system different to that, notwithstanding its admitted evils, to which they have been so long accustomed. This may be the case with some, but I am not without the expectation that a few at least may be willing to realize that the interests committed to their charge are not so unimportant as their method of dealing with those interests would sometimes justly lead one to suppose. Certainly there is scarcely one who, in the taxation of costs, has ever yet been able to take into adequate consideration anything but the length of the document or the time occupied, without the slightest reference to the skill and ability manifested in their preparation and in the conduct of the business, the bill of costs relating to which they are called upon to tax.

With the powerful co-operation of your valuable journal in throwing open your columns to the publication of suggestions from those who are daily engaged in the active discharge of the duties of the profession, and with the results which I have some reason to suppose will be likely to follow from the meeting to be held next Friday at the Law Institution, I do not doubt that if the members of the profession will just for once venture to rise to the dignity and influence of the position which as a body they unquestionably fill, all those defects in the administration of justice which have been so long felt and acknowledged will speedily be removed, and that solicitors, remunerated simply out of regard to the nature and quality of the services rendered, will more readily assist in the future, than they may have done in the past, to bring about those changes and improvements which wisdom and experience may from time to time prove to be a necessity.

I have no desire that anything but its proper value should be attached to what I have said, and therefore I subscribe myself

November 16. A Practising Solicitor.

THE INTERPRETATION OF THE CONVEYANCING ACT.

The deep interest which is felt by the profession in the provisions of this Act, and the keen discussion which the articles which have appeared in this journal have excited, have given rise to a flood of correspondence. We are desirous that the case both for and against the provisions of the Act should be set forth, but we cannot occupy the whole of our columns with letters on this subject. We propose, therefore, this week, to give the substance of the communications we have received, with brief notes appended stating our own views on the points raised.

"C." writes:—

"I have read with interest your articles on the above subject, and wish to call your attention to a point as to the effect of section 9, which is not touched upon in your article of the 12th inst. As the Act enacts that an 'acknowledgment' and 'undertaking' shall respectively satisfy any liability to give covenants for the production and safe custody of deeds, it appears to me that where property is sold in lots, with the usual condition as to covenant by the largest purchaser, then (unless it should be held that such purchaser is not a person who 'retains' deeds within the meaning of the section) he would, notwithstanding anything in the conditions, be enabled by the Act to elect whether he would covenant in the ordinary way, or merely give an 'acknowledgment' or 'undertaking.'"

[This is an important point, which ought certainly to be brought to the notice of our readers.]

The same correspondent writes:—

"Referring to your editorial note on Mr. F. S. Reilly's letter, although

the *habendum* may not now 'qualify the general intendment of the premises,' would not the express statement in the *habendum*, that the lease was for so many years, amount to an expression of intention in the conveyance that the whole fee was not to pass? It does not seem to matter in what part of the conveyance the expression of intention is found."

[Our correspondent is not quite accurate in these remarks. The Act says nothing about "an intention in the conveyance that the whole fee was not to pass." Whether (which is much more to the point) the *habendum* in a properly drawn lease amounts to the expression of an intention to exclude the operation of section 63, sub-section (1), was the very question we suggested, without in any way deciding it.]

"H." writes:—

"With regard to your inability to see anything in sub-section (1) of section 9 'in any way to restrict the meaning of the word "person," or the word "another," or the word "documents," or to connect the transaction with a sale or conveyance of land, or any other property,' or 'to restrict the documents to documents of title to land, or to restrict the occasions . . . . to sales or conveyances, or to restrict the relation subsisting between the parties to the relation of vendor and purchaser, or to any other definite relation,' is there no significance in the Roman capitals, 'Sales and other Transactions,' marking the second salient division of this 'Conveyancing and Law of Property Act'? That division comprises sections 3 to 9, which are thrown into six sub-divisions, the first five of which, at all events, indicate explicitly enough the 'transactions' to which they apply—viz., 'sales' or 'conveyances,' the term 'conveyance' including any 'assurance made by deed on any dealing with or for any property,' and the term 'property,' including real and personal property. If section 9, which forms the sixth sub-division, is silent as to the particular transactions to which it applies, may it not fairly be inferred that its scope is co-extensive with the 'transactions' that *are* indicated in the other sub-divisions? If so, there is no restriction to documents of title to *land*, or to the relation of vendor and purchaser, but there is to 'transactions' involving the retention and production of deeds in connection with 'sales' or 'conveyances,' and to the definite relations subsisting between the parties thereto. And why should this wide range of usefulness be regarded as a demerit?"

[We are at a loss to understand how the words "sales or *other transactions*" can be thought to restrict the matters to which they refer to sales alone; and if they import no such restriction, they seem to have no "significance" in opposition to what we said, but to agree therewith remarkably well.]

"H." also writes:—"You disparage section 9 because it does not contain a definition of 'undertaking' corresponding with the definition of 'acknowledgment,' but if you will calculate you will find that there would have been absolutely no gain in brevity, as there could not be in clearness, while it would have been open to the objection that it gave co-ordinate importance to an 'undertaking' instead of assigning it its natural place as usually an appendage to an 'acknowledgment.'"

[We cannot agree that there would have been no gain in clearness, and we would remind our correspondent that brevity counts for nothing in drafting an Act of Parliament as compared with the importance of clearness.]

Lastly, "H." says:—"In the case you suppose of a vendor retaining deeds, and then handing them over to a *pro forma* mortgagee of the property retained, and refusing to disclose the name of the mortgagee, I apprehend that he might be visited with costs under sub-section (7). . . . The Chancery Division may, I think, be trusted to prevent a person who has given a written acknowledgment of the *right* of another to the production of documents from deliberately and dishonestly rendering such right nugatory in the manner suggested; and, if necessary, to give a new meaning to the words '*under the control* of the person who retains' the documents."

[Our correspondent should consider whether these opinions might not more properly have been embodied in the letter of the law, instead of being left to be inferred from the court's high moral tone.]

Our correspondent "G. C." has written us another letter, dealing with two separate points—(1) our interpretation of section 17, sub-section (3), of the Conveyancing Act; and (2) the nature of *quasi*-appurtenants, which have been suspended or extinguished by unity of seisin: a subject which is connected with our remarks upon section 6. Both these points are treated by our correspondent at most unmerciful length; but we will allow him to state the first in his own words:—

"As to section 17:—You now put the case of a mortgagee entitled to the benefit of several *old* mortgages (or mortgages made before the commencement of the Act), taking a grant or transfer of a *new* mortgage (or mortgage made since the Act), not expressly excluding section 17, and you say that in such a case the mortgagor will, notwithstanding section 17, 'be able, by picking out those which he desires to redeem *and including among them the new mortgage*, to prevent the mortgagee from consolidating the rest of the *old* mortgages.' This conclusion seems to rest on your interpretation of the words 'the mortgages,' in sub-section (3) of the section under consideration; they mean, you say, 'the mortgages which the mortgagor seeks to redeem, and which, if an action is brought, are the subject of the redemption action.' I have looked at the section again, and I cannot help thinking your interpretation incorrect: 'the mortgages' referred to in sub-section (3) are the mortgages already referred to—viz., the 'one mortgage' which the mortgagor does seek to redeem, and the 'separate mortgage' which he would rather not redeem, but which the mortgagee (under the doctrine of consolidation) seeks to force him to redeem. If this be so, the section only enables the mortgagor in the case you suppose to redeem the *new* mortgage without being forced to redeem the *old* ones; and the *old* mortgages not included in the redemption action could still be consolidated with the *old* mortgages which are included in it. Divide the mortgages mentally into pairs, as is done in the section, and all difficulty vanishes."

[We do not know why our correspondent says that we "now put" the case which we always did put; but we are glad that he now seems to see what we meant. He apparently does not see that his attack upon our interpretation of sub-section (3) involves a much more formidable attack upon sub-section (1). If "the mortgages" in sub-section (3) must be confined to *two only, one sought to be redeemed and the other sought to be consolidated*, we find ourselves obliged to conclude, from the words of sub-section (1), "a mortgagor seeking to redeem *any one mortgage*," that, if he seeks to redeem *two*, even though both be made after the commencement of the Act, he will be left to the hardships of consolidation. It will follow that a mortgagor must in future bring as many separate redemption actions as he has mortgages to redeem: thus repealing (so far) ord. 17, r. 1. We were driven to our interpretation because we did not wish to father these anomalies upon the framers of the Act; and we must beg permission to leave the whole responsibility of the affiliation upon our correspondent.

Our correspondent then devotes more than thrice the same space to the citation of cases upon a question connected with the suspension or extinction of appurtenants, into which we do not think it necessary to enter—because the dispute upon this point between ourselves and the Act can be settled by a much shorter method. In his first letter our correspondent cited from our article a passage which contemplated not merely the *suspension or extinction* of appurtenants in construction of law by unity of seisin, but their manifest and visible *interruption and destruction* in fact. Suppose the *quasi*-appurtenant to be a right of way from one house through the garden of the next house to a public road; and that the owner of both houses, having contracted by *bare open contract* (for this was our hypothesis) to sell the first house, takes away the gate through which the right of way was enjoyed, blocks up the opening with a brick wall, plants a promising quick-set hedge on both sides, and then executes the conveyance. Our correspondent will hardly assert that the right of way is under such circumstances "*at the time of conveyance* demised, occupied, or enjoyed with" the first-mentioned house. We conceive that this example alone suffices to justify our distrust of the forms given in section 6 of the Act.]

"E. L. J. W." writes:—

"You have not yet discussed in your articles on the Conveyancing Act section 8. In the first place, is the section applicable 'notwithstanding any stipulation to the contrary' contained in the contract of sale? The section does not expressly say so; but it is couched in general terms, and contains no saving of the rights of vendors to 'contract themselves out of' it. In the second place, what is the precise difference between 'his solicitor, as such,' and 'some person appointed by him, who may, if he thinks fit, be his solicitor'? Does this mean that the person appointed by the vendor, although not a solicitor, may, if the vendor thinks fit, be his solicitor *pro hac vice*?"

[We do not propose to comment on all the sections of the Conveyancing Act, and we do not think that the provision referred to by our correspondent offers much difficulty of construction. It can, we should think, only relate to the rights of the purchaser in the absence of express stipulation. The last part of the clause is awkwardly worded, but we apprehend that our correspondent's interpretation is jocular].

CASES OF THE WEEK.

ORDER IN CHAMBERS—TIME FOR APPEALING TO JUDGE—JUDICATURE ACT 1873, s. 50—ORD. 58, R. 15—ACTION TO SET ASIDE CONTRACT FOR FRAUD—PARTIES—AGENT.—In a case of *Heatly* v. *Newton*, before the Court of Appeal on the 15th inst., the question arose within what time an application ought to be made to a judge of the Chancery Division in court to discharge an order previously made by himself in chambers. On the 23rd of June, Jessel, M.R., made an order in chambers, upon a summons taken out by some of the defendants. The order was not drawn up, passed, and entered till the 14th of July. On the 18th of July the plaintiffs gave notice of a motion in court to discharge the order. Jessel, M.R., refused the motion, on the ground that it was his invariable rule that notices of motion to discharge orders made in his chambers must be given within twenty-one days from the date of the pronouncing the order, and not from the date of its being perfected, whether the order was a simple refusal of an application or not. The notice of motion had therefore been given too late in the present case. The Court of Appeal (BAGGALLAY, LUSH, and LINDLEY, L.JJ.) reversed this decision, and heard the appeal on its merits, holding that the notice of motion to discharge the order in chambers had been given in time. They said that section 50 of the Judicature Act of 1873 provided that orders made by a judge in chambers (except the discretionary orders mentioned in section 49) may be set aside or discharged upon notice by any divisional court, or by the judge sitting in court, "according to the course and practice of the division of the High Court to which the particular cause or matter in which such order is made may be assigned," not the practice of the particular judge of the division. There did not appear to be any settled practice of the Chancery Division as to the time within which such appeals from the judge in chambers to the judge in court should be brought. The case of *Dickson* v. *Harrison* (26 W. R. 750, L. R. 9 Ch. D. 243) was not an authority that twenty-one days ought, necessarily, to be the limit, whether the order was a simple refusal or not. Their lordships thought that the analogy of rule 15 of order 58 as to appeals to the Court of Appeal from interlocutory orders should be followed, and that appeals to the judge from orders in chambers should be brought within twenty-one days from the date of the pronouncing of the order in the case of a simple refusal, and in other cases within twenty-one days from the date of the perfecting of the order.

On the merits a question arose as to parties. The action was brought to set aside a contract for the purchase of a leasehold house. The defendants were the vendors and the auctioneers who had conducted the sale, and who had received the deposit paid by the plaintiffs on signing the agreement for purchase. The property was sold subject to a condition that the highest bidder should be the purchaser, the vendors reserving the right of bidding once or oftener by themselves or their agents. The plaintiffs by their statement of claim alleged that they attended the auction for the purpose of bidding thereat for the property. The property was put by the auctioneer in the ordinary way, and what appeared to be a very brisk and eager competition between bidders ensued. Ultimately the auctioneer announced that the biddings had reached £12,950, and had already said the words "going, going," when the plaintiffs, who up to that time had made no bid, being induced by the language and manner of the auctioneer to believe that the property was about to be knocked down to a *bond fide* bidder at £12,950, bid £13,000, and, there being no subsequent bidding, the property was knocked down to them at that price, and they paid a deposit of £1,300 to the auctioneers in accordance with the conditions of sale. The plaintiffs alleged that they had since discovered that, for the purpose of obtaining a higher price to be paid to the vendors, and consequently a higher remuneration for the auctioneers than could be obtained by a fair sale in the market, the defendants had combined to run up the price in the following manner:—The auctioneers were not to bid, but were to pretend to accept fictitious biddings from all quarters of the room, so as to induce the public to believe that there were many eager and anxious bidders desirous of purchasing, whereas, in fact, there was no bidding whatever for the property except that of the plaintiffs. All the rest of the transaction was a pure fiction and deceit. On these grounds the plaintiffs claimed to have the agreement for purchase rescinded, and to have the £1,300 repaid to them by the auctioneers, with interest. They also claimed the costs of the action and damages against all the defendants. The auctioneers took out a summons, asking that they might be at liberty to pay the £1,300 into court to the credit of the action, and that thereupon the action might stand dismissed as against them, and that their costs of the action might be provided for. They had not filed any affidavit denying the charges made against them. Jessel, M.R., on the undertaking of the vendors to pay the applicants their costs of the action, without prejudice to any question by whom those costs were ultimately to be borne, and also to pay any interest and damages to which the plaintiffs might be held to be entitled, and the auctioneers undertaking, in the event of the vendors not carrying out their undertaking, to pay the plaintiffs interest up to the date of the payment of the £1,300 into court, and also the costs of the action up to and including the summons, in the event of the court holding that the plaintiffs were entitled to such interest and costs, gave the auctioneers liberty to pay the £1,300 into court to the credit of the action, and that thereupon all further proceedings in the action should be stayed as against them, except so far as might be necessary to enforce their undertaking. The plaintiffs moved in court to discharge this order, except so far as it ordered the payment into court. Jessel, M.R., refused the motion with costs. The COURT of APPEAL discharged both the orders of the Master of the Rolls and dismissed the summons, ordering the auctioneers to pay all the costs. They held that the auctioneers were properly made parties to the action, and that the plaintiffs were entitled to go on against them to trial, unless they gave them all the relief to which they would be entitled if they should succeed at the trial. If the plaintiffs made out their case they would be entitled to have the deposit, not paid into court, but paid to them, and to have an order for costs against all the defendants, jointly and severally.—SOLICITORS, *Last & Sons; Lewin & Co.; A. F. & R. W. Tweedie.*

COMPANY—WINDING UP—COMPANIES ACT, 1862, s. 115—EXAMINATION OF WITNESS BY CONTRIBUTORY—DISCRETION OF JUDGE—APPEAL—LOCUS STANDI.—In a case of *In re The Silkstone and Dodsworth Coal and Iron Company*, before the Court of Appeal (Jessel, M.R., and Baggallay and Lush, L.JJ.) on the 16th inst., a question arose as to the right to examine a witness under section 115 of the Companies Act, 1862. An order having been made to wind up the company, the liquidator obtained leave in chambers to issue a summons under section 115 against a director of the company to attend and be examined. One of the contributories then obtained an order in chambers giving him liberty to attend on the examination on behalf of the liquidator, and to examine the witness himself. The person summoned attended and was examined on behalf of the liquidator, and, when the examination was concluded, counsel on behalf of the contributory put questions to the witness which he refused to answer. Fry, J., then made an order (29 W. R. 866) that the witness should attend at his own expense and answer questions put to him on behalf of the contributory. From this order the witness appealed, and it was urged on his behalf that it was contrary to the practice to make an order for the examination of a witness under section 115 by a contributory, unless it was shown that the liquidator was not doing his duty, and that it would be very oppressive to compel a witness to submit to two examinations on the same matter. In fact, a similar order had been made on the application of another contributory, and the witness might be compelled to attend for examination a great many times. JESSEL, M.R., said that the appellant had no *locus standi* to appeal from the order. He was a mere witness summoned under the order of the court to attend and give evidence. He had refused to answer questions which be admitted to be lawful questions, and then he appealed against the order that he attend and answer. The only possible objection which he could make would be that the court had no jurisdiction to make the order, but that was not even suggested. It was said that the order was oppressive. But section 115 gave the judge a discretion as to the person who should examine the witness. The object being discovery, it was usual to intrust the examination to the liquidator, who was an officer of the court and who represented the creditors and the contributories. But there might be cases in which he declined to interfere, or in which it was not fit that a particular examination should be intrusted to him, though there might not be a sufficient ground for removing him from his office, and the judge had a discretion to intrust the whole or a part of the examination to other persons. It was also entirely within the discretion of the judge whether the examination should be general or limited. If there had been a slip or a gross miscarriage, the Court of Appeal might interfere, but it would require a very strong case to induce them to interfere with the exercise of the discretion of the judge of first instance. BAGGALLAY and LUSH, L.JJ., concurred. But the order of Fry, J., was varied by directing that the witness should attend only one day at his own expense.—SOLICITORS, *James Burn; Flux & Leadbitter.*

BILL OF SALE—ASSIGNMENT OF AFTER-ACQUIRED CHATTELS—BANKRUPTCY AND DISCHARGE OF GRANTOR—RIGHTS OF GRANTEE—BANKRUPTCY ACT, 1869, ss. 12, 31, 49.—In a case of *Collyer* v. *Isaacs*, before the Court of Appeal on the 16th inst., a question arose as to the rights of the grantee of a bill of sale of chattels against chattels acquired by the grantor after the execution of the deed, and after the subsequent liquidation of the grantor in which he had obtained an order of discharge. By the deed the grantor assigned to the grantee, as security for an advance, all the chattels mentioned in a schedule belonging to the grantor, and then in or upon a house occupied by him, and all other chattels which might at any time thereafter be brought therein in addition to or in substitution therefor. After the execution of the deed the grantor filed a liquidation petition, under which his creditors granted him an order of discharge. He subsequently brought new chattels into the house, and the grantee took possession of these chattels and advertised them for sale. The grantor then brought the action, claiming an injunction to restrain the grantee from taking possession and selling. Hall, V.C., refused to grant the injunction. The Court of Appeal (JESSEL, M.R., and BAGGALLAY and LUSH, L.JJ.) held that it ought to have been granted. JESSEL, M.R., said that he thought the Vice-Chancellor's decision was contrary, not only to the spirit and meaning, but also to the words of the Bankruptcy Act, 1869. An assignment of after-acquired chattels was nothing more than a contract to give them to the assignee when they should come into existence. Neither at law nor in equity could you assign that which was non-existent. In equity the result was the same whether there was a contract to assign after-acquired chattels, or the assignment of them in form; in either case there was only a contract, but the property would be bound in equity when it came into existence. When the property came into existence there was a contract for the breach of which the contracting party would incur a liability, and, if he became a bankrupt, the liability would, under section 31 of the Bankruptcy Act, be proveable in the bankruptcy. And then, by section 49, the effect of an order of discharge was to relieve the bankrupt from all proveable debts (with certain exceptions). If there was a debt and also an agreement to give security for it, it would be a very strange thing if the debt was barred by the discharge in bankruptcy of the debtor, and the agreement to give security for it was not barred. Section 12 of the Bankruptcy Act, in preserving the right of a creditor "holding a security upon the property of the bankrupt" to realize his security, notwithstanding the bankruptcy, manifestly intended to except only property which could be then realized by the creditor. The order of discharge got rid of all liabilities which were proveable in the bankruptcy, and (without saying what would be the result if there was a definite agreement to charge definite property) in the case of a general liability proveable in the bankruptcy, the bankrupt was, by his order of discharge, released both from the debt and the ancillary contract to give security for it. His property was discharged as well as his person. BAGGALLAY and LUSH, L.JJ., concurred.—SOLICITORS, *Grueber & Co.; H. Levy.*

ACT OF BANKRUPTCY—CONVICTED FELON—DEBTOR'S SUMMONS—ADJUDICATION OF BANKRUPTCY—33 & 34 VICT. c. 23, s. 8.—In a case of *Ex parte Graves*, before the Court of Appeal on the 10th inst., the question arose whether a convicted felon can commit an act of bankruptcy by not complying with the requirements of a debtor's summons, issued and served on him after his conviction, in respect of a debt contracted before, and, consequently, whether he can be adjudicated a bankrupt by reason of such default. The question arose upon the construction of section 8 of the Act of 1870 (33 & 34 Vict. c. 23), which abolished forfeiture for felony. Section 1 of the Act provides that:—"From and after the passing of this Act no confession, verdict, inquest, conviction, or judgment of or for any treason or felony or *felo de se* shall cause any attainder or corruption of blood, or any forfeiture or escheat, provided that nothing in this Act shall affect the law of forfeiture consequent upon outlawry." Section 6 defines the word "convict" as meaning "any person against whom, after the passing of this Act, judgment of death or of penal servitude shall have been pronounced or recorded by any court of competent jurisdiction upon any charge of treason or felony." Section 7 provides that, "When any convict shall die or be made bankrupt, or shall have suffered any punishment to which sentence of death, if pronounced or recorded against him, may be lawfully commuted, or shall have undergone the full term of penal servitude for which judgment has been pronounced or recorded against him, or such other punishment as may by competent authority have been substituted for such full term, or shall have received her Majesty's pardon for the treason or felony of which he may have been convicted, he shall thenceforth, so far as relates to the provisions hereinafter contained, cease to be subject to the operation of this Act." By section 8, "No action at law or suit in equity for the recovery of any property, debt, or damage whatsoever shall be brought by any convict against any person during the time while he shall be subject to the operation of this Act; and every convict shall be incapable during such time as aforesaid of alienating or charging any property or of making any contract, save as hereinafter provided." By section 9 and following sections power is given to the Crown to appoint an administrator of the convict's property, and provision is made for the vesting of the property in the administrator and the applica-

tion of it by him, and the re-vesting of the property in the convict or his representatives upon his ceasing to be subject to the operation of the Act. Section 21 provides that, if no administrator shall have been appointed, an *interim* curator of the property of the convict may be appointed by justices of the peace in petty sessions. And by section 27, "All judgments or orders for the payment of money of any court of law or equity against such convict which shall have been duly recovered or made, either before or after his conviction, may be executed against any property of such convict, under the care and management of any such *interim* curator as aforesaid, or in the hands of any person who may have taken upon himself the possession or management thereof without legal authority, in the same manner as if such property were in the possession or power of such convict; and all such judgments or orders may likewise be executed by writ of *scire facias*, or otherwise, according to the practice of the court, against any such property which may be vested in any administrator of the property of such convict under the authority of this Act." In the present case a debtor's summons was, after a conviction for felony, issued and served on the convict. He denied the debt, and applied to the court to dismiss the summons, but his application was refused. He failed to pay or compound the debt within the time limited by the summons, and the creditor thereupon filed a bankruptcy petition against him, alleging the non-compliance with the summons as an act of bankruptcy. Mr. Registrar Brougham refused to make an adjudication, on the ground that, inasmuch as section 8 of the above Act made the convict incapable of alienating his property so long as he was subject to the operation of the Act, he could not lawfully pay the sum claimed by the summons, and therefore his non-payment of it was not an act of bankruptcy. The Court of Appeal (JESSEL, M.R., and LUSH and LINDLEY, L.JJ.) reversed the decision, and held that an adjudication must be made. JESSEL, M.R., said that the convict was liable to pay his debts, and section 27 expressly reserved to any creditor the right to issue execution against his property. If the suggested construction of the Act were right, the creditor who first issued execution against an insolvent convict would get paid to the detriment of his other creditors, and the equitable distribution of his property in bankruptcy for the benefit of all his creditors could not take effect. When section 27 said that the convict should be incapable of alienating his property, it meant that he should not make away with it; it did not mean that he should not pay his debts. The court would not attribute an absurdity to the Legislature. LUSH, L.J., said that the Act put a convict for felony in the same position as a convict for misdemeanor. He was restrained from improperly making away with his property, so as to deprive his family or his creditors of it. The Crown might intervene by appointing an administrator, but the rights of the creditors were not interfered with. There was no reason why a convict should not be liable to bankruptcy like any other person. LINDLEY, L.J., said that it would be extremely hard upon the felon if he could not pay a debt which he owed to a creditor, and thus avoid the costs of a judgment and an execution. This would be a cruel construction of section 8, and, when the other sections of the Act were looked at, it was clear that section 8 did not mean what the registrar thought it did.—SOLICITORS, *Lewis & Lewis; Carr, Son, & Thornton.*

MORTGAGE—FORECLOSURE—ACCOUNTS—INTEREST.—In a case of *Elton* v. *Curteis*, before Fry, J., on the 7th inst., a question arose as to the proper mode of computing subsequent interest in taking the accounts under a foreclosure decree. The action was a foreclosure one by a first mortgagee against the mortgagor and the second and third mortgagees. The ordinary decree having been made, the chief clerk certified the amount due to the first mortgagee for principal and interest down to six months after the date of the certificate. The second mortgagee paid this amount at the end of the six months, and the first mortgage was transferred to him. The chief clerk then certified the amount due to the second mortgagee for what he had paid to the first mortgagee, and interest thereon down to three months after the date of the certificate, and also what was due to him on the second mortgage for principal and for interest down to the same date. The third mortgagee failed to pay what was due to the second mortgagee, and the decree for foreclosure was made absolute against him. The chief clerk then took the accounts as against the mortgagor, and certified the total amount due from him to the second mortgagee, and, in so doing, he computed interest down to three months after the date of the certificate upon the whole amount which the third mortgagee had been ordered to pay and had failed to pay; thus, in fact, computing interest for the period subsequent to the date fixed for redemption by him upon interest as well as principal. The mortgagor took out a summons to vary the certificate, on the ground that, according to the ordinary practice, the subsequent interest ought in such a case to have been computed only on principal. The practice did not appear to have been anywhere very clearly laid down, but reference was made to *Whatton* v. *Cradock* (1 Keen 267); *Whitfield* v. *Roberts* (7 Jur. N. S. 1268); *Wilkinson* v. *Charlesworth* (2 Beav. 470); *Bickham* v. *Cross* (2 Ves. sen. 470); and *Harris* v. *Harris* 3 Atk. 722). FRY, J., held that the chief clerk was right in computing interest on the whole amount found due from the third mortgagee, interest as well as principal.—SOLICITORS, *J. L. Morris; A. F. & R. W. Tweedie.*

VENDOR AND PURCHASER—CONTRACT FOR SALE OF LEASE—EVIDENCE OF PERFORMANCE OF COVENANTS IN ORIGINAL LEASE.—In a case of *Ringer* to *Thompson*, before Fry, J., on the 5th inst., a question arose as to the evidence which ought to be furnished by the vendor of a lease to the purchaser of the performance of the covenants in the lease. The contract was an open one. The vendor produced the lessor's receipt for the payment of the rent down to Michaelmas, 1879, but after that date the lessor had refused to receive the rent when tendered to him. He alleged that there had been breaches of the covenant to repair contained in the lease, and in November, 1880, he commenced an action against the vendor to recover possession of the demised property. In this action an order was made on the 23rd of November, 1880, that the plaintiff should deliver written particulars of breaches to the defendant, and that, unless they were delivered within a week from the date of the order, all further proceedings in the action should be stayed. No particulars were delivered, and no further proceedings had been taken in the action, and no fresh proceedings had been taken by the lessor against the vendor, though he had told the purchaser that he intended to go on with his action. The vendor deposed that, to the best of his knowledge and belief, there had been no breach of the covenants, and the purchaser, who had had an opportunity of inspecting the premises, did not allege that there had been any breach. The vendor had been in undisturbed possession of the property. Under these circumstances FRY, J., held that the vendor could not be called upon to give any further evidence of the performance of the covenants, and that the purchaser must complete his purchase.—SOLICITORS, *H. T. Gastrell; Speyer & Son.*

WILL—CONSTRUCTION—MORTGAGE DEBTS—CHARGE ON MORTGAGED PROPERTY—EXONERATION OF PERSONALTY—CONTRARY INTENTION—LOCKE KING'S ACT—30 & 31 VICT. c. 69.—In a case of *In re Trevelyan, deceased, Perceval* v. *Trevelyan*, before Chitty, J., on the 16th inst., an important question was argued whether certain mortgaged debts were payable out of the personal estate, notwithstanding Locke King's Act, and the 30 & 31 Vict. c. 69, under the following circumstances:—By his will the testator in the cause, after reciting that an estate, called the Wallington Estate, was subject to two mortgages for £25,000 and £12,000, and also that the testator might become subject to some liability as residuary legatee under the will of his father, he declared that the Wallington Estates should be exclusively charged with the two mortgages in exoneration of his personal estate. The testator subsequently made a gift of the residue of his estate after payment of his debts other than those for which he had previously made provision. It was alleged on behalf of the devisees of the Wallington Estates that another mortgage debt of £18,000 on that estate was payable out of the personal estate, and not out of the Wallington Estate. It was contended that in the will a sufficient "contrary or other intention," within the meaning of section 1 of the 30 & 31 Vict. c. 69, was declared by words "expressly or by necessary implication referring to all or some of the testator's debts or debt charged by way of mortgage on any part of his real estate." CHITTY, J., was of opinion that a sufficient contrary intention was shown by the will so as to exclude the application of Locke King's Act. The only debts referred to by the testator (except his liability as residuary legatee to his father) were mortgage debts, and therefore, in his opinion, when the testator said that his personal estate should bear "debts" other than those he had already otherwise provided for, the word "debts" included mortgaged debts, and therefore that the mortgage for £18,000 was not primarily payable out of the Wallington Estates, but out of the residuary personalty.—SOLICITORS, *Williamson, Hill, & Co.; Gregory & Co.*

TRADE-NAME—PIRACY—INJUNCTION.—In a case of *Clayton* v. *Day*, before Chitty, J., on the 11th inst., a motion was made by the plaintiff, the owner of an old-established blacking manufacturing firm of "Day & Martin," to restrain the defendants Day & Martin from selling goods manufactured by them as goods of the plaintiff's manufacture, and from using any labels or marks only colourably differing from those of the plaintiff's firm, also from circulating advertisements representing that the defendants were carrying on the plaintiff's business. It appeared that in September, 1881, the defendant Day, an ironmonger's assistant at Southsea, and the defendant Martin, a tobacconist at the same place, entered into an arrangement to carry on a blacking-making business under the name of "Day & Martin," and they had prepared certain labels and wrappers similar to those used by the plaintiff's firm. CHITTY, J., was of opinion that this was an unprincipled attempt to obtain the benefit of the plaintiff's long-established business, granted an injunction in the terms asked until the trial.—SOLICITORS, *Farrar & Farrar; A. W. Mills.*

TRADE-MARK—SIMILARITY—OLD MARK—REGISTRATION—CONCURRENT USER.—In a case of *Re Hodson's Trade-Mark*, before Chitty, J., on the 14th inst., an application was made under the Trade-Marks Registration Act, 1875, by Hodson & Co., brewers, for liberty to register as their trade-mark a lozenge or diamond with a lion in the centre. Bass & Co., brewers, opposed the registration, having registered in January, 1876, a lozenge or diamond of a plain character. Both marks were usually red. For the applicants evidence was adduced that they had been in the habit of using their trade-mark for eight years prior to the present application. CHITTY, J., was of opinion that the mark of the applicants so nearly resembled that used by Bass & Co. as to be calculated to deceive. In his opinion, moreover, the evidence of user was of so slight a kind as not to give the applicants a concurrent right to use their trade-mark. He therefore refused the application with costs.—SOLICITORS, *De Jersey, Mickiem, & Co.; Jennings, Son, & Burton.*

BILL OF SALE—STATEMENT OF CONSIDERATION—BILLS OF SALE ACT, 1878, s. 8.—In a case of *Ex parte Rolph*, before the Court of Appeal, on the 10th inst., the question arose whether the consideration for a bill of sale was properly stated in compliance with section 8 of the Bills of Sale Act, 1878. The bill of sale was executed on March 23, and it comprised the grantor's household furniture, and was expressed to be made in consideration of £50 paid by the grantee to the grantor "at or before the execution hereof." Only £21 10*s.* was paid to the grantor on the execution of the deed. The grantee retained £3 10*s.* for the cost of preparing and registering the bill of sale, and

£25 for two quarters' rent (up to June 24) of the grantor's house, in which the furniture was, and he paid this £25 to the landlord on March 30. These sums were retained in accordance with a request in writing by the grantor. On April 25, the grantor filed a liquidation petition. The grantee had a few days previously taken possession of the furniture. The trustee in the liquidation claimed a declaration that the bill of sale was void as against him, on the ground that the consideration was not truly stated in it. Bacon, C.J., held that the consideration was sufficiently stated. This decision was reversed by the Court of Appeal (JESSEL, M.R., and LUSH and LINDLEY, L.JJ.). JESSEL, M.R., said that, passing over the deduction of £3 10s. for expenses, the real consideration for the deed was partly a payment of £21 10s. by the lender, and partly an agreement by him to pay £25 for rent. No rent at all was due till March 25. But, assuming that the whole £25 would then become due for rent, did the borrower ever receive the £25, or have a chance of receiving it? Certainly not. The meaning of the retention was, that the lender did not wish to trust the borrower with the money; he wished to avoid the chance of a distress for rent being levied by the landlord on the goods which were assigned by the deed. That being the real nature of the transaction, was the consideration truly stated in the deed? The real consideration was the payment of so much money at the time, and a covenant by the lender to pay a further sum on a future day, and this was not stated. On this ground, therefore, the consideration was not stated as required by section 8. But there was another ground. In the deed the £50 was stated to be paid "at or before the execution hereof." The £25 was not paid till seven days afterwards. And, though the word "at" had a somewhat elastic meaning, it had never been extended so far as that. There was nothing more than a contract to pay the £25. The cases of *Ex parte National Mercantile Bank* (28 W. R. 848, L. R. 15 Ch. D. 42), and *Ex parte Challinor* (29 W. R. 205, L. R. 16 Ch. D. 260), were distinguishable, and did not support the proposition that anything in the shape of a *bond fide* loan, if the borrower had the benefit of the money, was sufficiently stated if it was stated as a cash payment. This was not the intention of the Act, and so to hold would be an evasion of it. LUSH, L.J., said the transaction was a mere sham, a device by the lender to protect his own goods from the landlord. The Act would be defeated if it was held to be good. LINDLEY, L.J., said that it was impossible to stretch the previous decisions so that they could apply to the present case.—SOLICITORS, *Crews Dudley; Wakeford May.*

PLEADING—DEMURRER—OBJECTION FOR WANT OF PARTIES—ORD. 28, R. 1—ORD. 16, R. 13.—In a case of *Werdermann* v. *The Société Générale d'Electricité*, before the Court of Appeal on the 11th inst., the question arose whether the objection of want of parties to an action can now be raised by demurrer. Rule 1 of order 28 provides that "any party may demur to any pleading of the opposite party, or to any part of a pleading, setting up a distinct cause of action, ground of defence, set-off, counter-claim, reply, or as the case may be, on the ground that the facts alleged therein do not show any cause of action, or ground of defence to a claim or any part thereof, or set-off, or counter-claim, or reply, or as the case may be, to which effect can be given by the court as against the party demurring." The defendants had demurred to the plaintiff's statement of claim on the ground (among others) that some other persons ought to have been made parties to the action. The Court of Appeal (JESSEL, M.R., and LUSH and LINDLEY, L.JJ.) held that, since the Judicature Act, the objection of want of parties cannot, as it could under the old practice of the Court of Chancery, be raised by demurrer. JESSEL, M.R., said that no doubt the old practice was preserved when no other provision was made by the Judicature Act or Rules. But rule 1 of order 28 was a special rule as to demurrer; there was no other rule at all which allowed a party to demur. Consequently, so far as the rules went, there was no power to demur for want of parties. That would seem to be quite conclusive. The subject, however, had not been overlooked, and another provision was made for it. It must be remembered that there was formerly no such thing at common law as a demurrer for want of parties. Rule 13 of order 16 provided what was to be done now by a person who wanted to have another party added; he had only to take out a summons asking that the party be added. The proceeding by demurrer could not, therefore, be allowed. LUSH, L.J., said that rule 1 of order 28 defined the office of a demurrer, and showed that it was a mode of challenging the validity of a point of substance. And this was the only point which could now be taken by a demurrer.—SOLICITORS, *G. S. & H. Brandon; S. F. Weall.*

TRUST FOR CHARITY—VALIDITY—STATUTE OF CHARITABLE USES (9 GEO. 2, C. 36).—In a case of *Emley* v. *Davidson*, before the Court of Appeal on the 14th inst., a question arose as to the validity of a trust in favour of a charity. On the 8th of August, 1868, one Robson executed a deed, by which he covenanted with Emley and Gray that he would, at or before the expiration of twelve months from the date of the deed, pay to them the sum of £20,000. And it was thereby agreed and declared that Emley and Gray should hold the £20,000 upon trust to pay the annual income thereof to Robson's wife for her life, upon her separate receipt, and after her death to Robson for his life, and after the decease of the survivors upon such trusts as the wife should by will appoint. The same day the wife executed a will by which, in exercise of the power given to her by the deed, she appointed to Emley and Gray the £20,000, subject to the life estate of her husband, upon trust to pay thereout certain legacies and annuities. And, as to all the residue of the trust fund, she directed that the trustees of her will should pay the same to such persons as she, by a deed poll to be executed by her, should direct and appoint for the purposes in the deed poll mentioned. And she appointed Emley and Gray executors and trustees of her will. By a deed poll executed the same day the wife directed that the trustees of her will should, so soon as the trustees thereinafter named should have been duly elected and appointed, transfer to them all the residue of the £20,000, and that the same should be held by the trustees thereinafter named upon certain trusts therein declared for the benefit of a charity. The wife died on the 26th of April, 1870. Robson died in July, 1877. He had not paid the £20,000 to the trustees of the first deed of August, 1868. His estate was insufficient. The action was brought by the trustees of the first deed, on behalf of themselves and the other creditors of Robson, asking for the administration of his real and personal estate, and also that the trusts of the two deeds of August, 1868, and of the will of the wife should be executed. Bacon, V.C., decided that the charitable provisions contained in the two deeds and the will of the wife were valid so far only as they could in a due course of administration be satisfied out of such part of the personal estate of Robson as had not arisen from, or was not connected with, land; and that such charitable provisions ought to abate in the proportion which the value of the testator's personal estate, at the time of his death, bore to the value at the time of his death of so much of his personal estate as had not arisen from, or was not connected with, land. His lordship was of opinion that there had been a scheme to evade the Mortmain Act, and that the decision of the House of Lords in *Jeffries* v. *Alexander* (8 H. L. C. 594) applied. In that case B. in August, 1846, executed a deed by which he covenanted with the other parties to the deed that he would in his lifetime, and within twelve months from the date of the deed, invest a sum of £60,000 in the names of certain persons therein mentioned, or, in case he should not make the investment in his lifetime, that his executors, within twelve months after his death, and subject to the payment of his debts and legacies, should invest the £60,000 in the same names, to be held by the persons named upon certain charitable trusts therein declared. On the same day B. executed his will. He did not communicate the deed to anyone before his death in 1851. It was executed only by himself. The House of Lords (though not unanimously) held that the trust for the charity was void, so far as the money would be payable out of the chattels real of the testator. The Court of Appeal (JESSEL, M.R., and LUSH and LINDLEY, L.JJ.) held that this decision did not apply to the present case, and that it was immaterial out of what property of Robson the £20,000 might have to be satisfied. The covenant only created a debt, and there was nothing to prevent the settlement of a debt on a charitable trust.—SOLICITORS, *Hare & Co.; Williamson, Bill, & Co.; Waterhouse & Winterbotham.*

JUDGES' CHAMBERS.

(Before KAY, J.)

Oct. 6.—*Marcussen* v. *Bonham.*

This was an action brought by Louis Marcussen, of No. 6, London-road, Southwark, in the county of Surrey, stationer, against Messrs. William and Frederick Charles Bonham, auctioneers, of 409 and 410, Oxford-street, for money had and received by the defendants belonging to the plaintiff. The facts were as follows:—On the 27th day of November, 1878, the plaintiff made an advance to one Joseph Bentote, and took as security for the repayment an unregistered bill of sale over the goods and chattels of the said Bentote, at 36, Arlingford-road, Tulse-hill. The instalments under the bill of sale were not regularly paid, and the plaintiff took possession of Bentote's goods, but afterwards withdrew from possession upon certain terms. After this Bentote disappeared, and the plaintiff was unable to ascertain his whereabouts until the 2nd day of July, 1881, when the plaintiff found out that he had removed to Arundel Cottage, Loughborough-park, Brixton, when the plaintiff seized and removed the goods under his bill of sale to the defendants' auction rooms, and instructed them to sell the same. The goods were accordingly sold, and the proceeds received by the defendants. On the 9th day of July, 1881, the defendants received a notice from a Mr. Hollingsworth, claiming the proceeds of the sale under a registered bill of sale dated the 6th day of May, 1881, upon the same goods. The defendants refused to part with the proceeds to the plaintiff and the present action was brought. The defendants interpleaded and the summons was referred by the master to the judge in chambers for final decision. The nature of the opposing claims to the goods are set out in the learned judge's judgment (a written one), which was delivered in chambers and a copy of which was supplied to the plaintiff's solicitors by the judge's clerk.

Moresby-White, for the plaintiff.
J. S. Matthews, for the defendants.
Poncions, for the claimant.

KAY, J.—On the 27th of March, 1878, Bentote gave bills of sale of goods to plaintiff, Marcussen, which was not registered. On the 6th of May, 1881, Bentote gave another bill of sale of same goods to Hollingsworth which was duly registered on the 9th of May. In July, 1881, the plaintiff took possession and sold these goods. The question is between the holders of these bills of sale which has right to the proceeds. There is no bankruptcy or execution against the goods now existing. The Bills of Sale Act, 1878, does not affect the question. It is settled that the former Bill of Sales Act of 1854 did not alter priorities as between mortgagees, who must rank according to the dates of the execution of their respective mortgages. *Primâ facie*, therefore, the plaintiff must succeed.

However, Hollingsworth alleges that on the 6th of February, 1870, Bentote's mother purchased these goods under a sale by the landlord, who had distrained for rent, and shortly afterwards gave them to Bentote. This is denied, and it seems that the mother claimed them on her own account on May, 1881, and was then examined before the Lord Chief Justice in an interpleader, and this claim, which should have prevailed had it been true, was barred. Her claim then was inconsistent with her present story, and I consider both to be fictions.

Hollingsworth resists the claim of the plaintiff on another ground. He states that in the early part of this year one Blaiberg, a judgment creditor, levied execution on these goods, when the interpleader which I have mentioned

took place and the mother's claim was barred. Blaiberg states the matter thus in his affidavit: that he levied as execution creditor; that Bentote's mother claimed, was cross-examined before the Lord Chief Justice, that her claim was barred, and that afterwards he consented to withdraw, the debtor paying him something on account.

From this it is evident that Blaiberg's execution must have been levied before Hollingsworth's bill of sale was registered, or Hollingsworth would have claimed and recovered. He does not seem to have claimed. But it is argued that the execution defeated the first bill of sale, and, therefore, Hollingsworth must now prevail. For this, reliance is placed on *Richards* v. *James* (L. R. 2 Q. B. 285), which decided that when there were two bills of sale under the old Act, one not registered, the latter one registered, and then an execution by a judgment creditor against whom the holder of the second bill of sale prevailed, that he was not bound to hand over the goods to the first bill of sale holder. The reason was this: the first bill of sale was void against the execution creditor, but the execution was void against the second bill of sale, and it would have been absurd to let the holder of the first bill of sale, who had no title against the execution creditor, recover the goods through the better title of the holder of the second bill of sale. But here the execution was levied before the first bill of sale, not while both were existing, and the holder of the second bill of sale did not recover against the execution creditor, which makes all the difference. What has happened is, that the execution creditor, who recovered against everybody who then claimed, withdrew his execution, giving back his goods to the grantor of the second bill of sale. It was suggested that this might be treated as a purchase by the mortgagor from the execution creditor, so that he acquired a new title. But if this argument were available it would be equally fatal to both bills of sale, as the goods seem to have been given back after the registration of the second bill of sale. If that were not so it seems clear that, according to *Otto* v. *Lord Vaux* (6 De G. M. & G. 638), that a mortgagor purchasing from a prior incumbrancer under a power of sale, cannot set up the estate so acquired against a subsequent incumbrancer under a charge created by himself. But I am clearly of opinion that the transaction was not a sale by the execution creditor, but simply a withdrawal of the execution, which, for the purpose of the present question, must be treated as though it had never existed.

I think, therefore, that every ground of objection to the plaintiff's claim fails. According to *Ex parte Allen* (L. R. 11 Eq. 209), he is first incumbrancer, and Hollingsworth must pay to him all the costs occasioned by the claim he has made, which I bar by this order.

Solicitors for the plaintiff, *Moresby-White & Co.*

Solicitor for the defendants, *J. S. Matthews.*

Solicitor for the claimant, *Poncions.*

THE RAILWAY COMMISSION.*

Aug. 2, 13.—*Taff Vale and Treferig Valley Railway Companies* v. *Great Western Railway Company.*

Working agreement — Approval — Objections — *Ultrâ vires* — Regulation of Railways Act, 1873, s. 10.

The A. Company applied under section 10 of the Regulation of Railways Act, 1873 (36 & 37 Vict. c. 48), for the approval of an agreement made between them and the B. Company. The C. Company raised objections to the approval of the agreement. The proposed agreement was made under the B. Company's Act of 1879, with which part 3 (relating to working agreements) of the Railway Clauses Act, 1863 (26 & 27 Vict. c. 92), is incorporated. By the Act of 1879 power was given to the B. Company on the one hand, and the C. Company and the A. Company on the other hand, to enter into agreements with respect to the following purposes:—

(1) The use by the C. Company and the A. Company, or either of them, of the B. Company's railways.

(2) The regulation, &c., of traffic coming from or destined for the railways of the contracting parties.

(3) The fixing, apportionment, and distribution of the tolls, rates, income, and profits arising from such traffic.

(4) The payments to be made and the conditions to be performed with respect to the purposes aforesaid.

The agreement provided that the B. Company should give to the A. Company the exclusive right to use the railway from the time when it was opened for traffic, with power to use it as fully and freely as if it was their own property, and the exclusive right of fixing and receiving tolls, rates, and fares demanded and taken in respect of traffic on the railway, and the A. Company undertook in return to maintain the railway in good working order and condition, and to pay to the B. Company four per cent. per annum on all money raised at any time by shares, mortgages, or otherwise, and expended by the B. Company in or about the construction of the railway.

Held, that the agreement could not be approved, because the B. Company's Act of 1879 did not authorise the two companies to enter into agreements with respect to the maintenance of the railway, but only with respect to the use of the railway; the Railway Clauses Act, 1863, part 3 (which was incorporated with the B. Company's Act of 1879), treating use and maintenance as separate and distinct purposes: and also because the undertaking of the A. Company to pay over half-yearly to the B. Company such a sum as might be necessary to pay interest at four per cent. per annum on their capital was *ultrâ vires*; such guarantee not being limited to the funds to be derived from the user of the B. Railway, it requiring the A. Company to employ their own funds in case of need.

This was an application for the approval of a working agreement by the Taff Vale and Treferig Valley Railway Companies, the Great Western Railway Company objecting.

The application was under the 10th section of the Regulation of Railways Act, 1873, whereby the powers of the Board of Trade, under part 3 of the Railways Clauses Act, 1863, or under any special Act, with respect to the approval of working agreements between railway companies, were transferred to the Railway Commissioners.

The facts sufficiently appear from the judgment.

Ingledew (solicitor) appeared for the Treferig Valley Company, and *Morgan* (solicitor) for the Great Western Railway Company.

The COMMISSIONERS delivered the following judgment:—By the Treferig Valley Railway Act, 1879, with which part 3 (relating to working agreements) of the Railways Clauses Act, 1863 (26 & 27 Vict. c. 92), is incorporated, the Treferig Company were authorised to make and maintain a railway, and by section 48 they, on the one hand, and the Great Western Company and the Taff Company, or either of them, on the other hand, were given power from time to time to enter into and carry into effect agreements with respect to the following purposes, or any of them:—

"(1) The use by the Great Western Company and the Taff Company, or either of them, of the Treferig Company's railways, or any part or parts thereof.

"(2) The regulation, interchange, collection, transmission, and delivery of traffic coming from or destined for the railways of the contracting companies, or any or either of them.

"(3) The fixing, collection, payments, appropriation, apportionment and distribution of the tolls, rates, income, and profits arising from such traffic.

"(4) The payments to be made and the conditions to be performed with respect to the purposes aforesaid."

The agreement submitted for approval has been made under this section, and it provides that it shall continue in force until it is terminated by the parties jointly. By this agreement the Treferig Company give to the Taff Vale Company the exclusive right to use the railway from the time when it is opened for traffic, with power to use it as fully and freely as if it was their own property, and the exclusive right also of fixing, collecting, and receiving all tolls, rates, and fares to be demanded and taken in respect of the traffic of the railway both through and local; and the Taff Vale Company undertake in return to maintain the railway in good working order and condition, to provide and employ a proper staff, and the whole of the working stock required, and to pay to the Treferig Company four per cent. per annum on all money raised at any time by shares, mortgages, or otherwise, and expended by the Treferig Company in or about the construction of the railway, commencing from the time when it is opened for traffic.

Now it appears to us that the purposes with respect to which the 48th section authorizes agreements are more limited than those which this agreement embraces. Power to agree as to the use of a railway, and power to agree as to its maintenance, are perfectly distinct subjects; and use and maintenance are treated as separate and distinct purposes in the Railways Clauses Act (26 & 27 Vict. c. 92), part 3, which is incorporated with the Treferig special Act. The two companies are authorized by that Act to enter into agreements with respect to the use of the railway, but the subject of maintenance is not mentioned, and in the absence of anything in section 48, from which we might infer that maintenance was one of the subjects about which it was intended that the companies might enter into agreement, we think an agreement by which the Taff Company are to maintain the railway ought not to have our approval. But the undertaking of the Taff Vale Company to pay over half-yearly to the Treferig Company such a sum as may be necessary to pay interest at four per cent. per annum on their capital is also open to objection. The guarantee is not limited to the funds to be derived from the user of the Treferig Valley Railway; it requires the Taff Vale Company to employ their own funds in case of need. It is a pledge by that company of their own funds for the purpose of enabling another company to raise money to make a railway. The Taff Vale Company have certainly no authority for giving any such pledge in anything contained in the special Act, and they would probably go beyond the scope of any legal powers they have were they so to employ their funds. These, we think, are sufficient reasons why we should decline to approve the agreement, and accordingly the agreement is not approved.

Solicitors for the Treferig Valley Railway Company, *Ingledew & Ince*, for *Ingledew, Ince, & Vachell*, Cardiff.

Solicitor for the Great Western Railway Company, *R. R. Nelson.*

* Reported by W. H. MAGNAMARA, Esq., Barrister-at-Law.

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday the 9th inst., the following directors being present: Messrs. Asker (Norwich), Brook, Hedger, Kaye, Keen, Lewis (Wrexham), Mellersh (Godalming), Pennington, Rickman, Roscoe, Smith, Veley (Chelmsford), Walters, and Woolbert (Mr. Riffe, secretary). Mr. Philip Rickman (London) was elected chairman, and Mr. Herbert Tritton Saukey (Canterbury) deputy-chairman, of the board for the current year; a sum of £380 was distributed in grants of relief among necessitous solicitors and their widows and families; thirteen new members were added to the association; the receipt of a bequest to the association was announced of nineteen guineas under the will of the late W. Coleman Gill, Esq., of Bath, solicitor; and other general business was transacted.

The Solicitors' Benevolent Association has just received a donation of ten guineas from the worshipful the Mayor of Wolverhampton, and president of the Wolverhampton Law Association (Herbert Charles Owen, Esq.), in addition to his previous payment of ten guineas as a life member of the association.

LEGAL APPOINTMENTS.

Mr. Wynne Edwin Baxter, solicitor, of 9, Lawrence Pountney-hill, and Lewes, who has been selected as the first Mayor of the newly-incorporated borough of Lewes, has also been elected an Alderman for that borough.

Mr. Montague Spencer Blaker, solicitor, has been elected Town Clerk of the newly-incorporated borough of Lewes. Mr. Blaker was admitted a solicitor in 1869. He is registrar of the Lewes County Court, and was, till recently, clerk to the Local Improvement Commissioners.

Mr. William Henry Cobb, solicitor, of York, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Cobb was admitted a solicitor in 1854.

Mr. Edward Cubitt Francis, solicitor (of the firm of Winter & Francis), of Norwich, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Francis was admitted a solicitor in 1862.

Mr. Thomas George Gibson, solicitor, of Newcastle-upon-Tyne, has been appointed Sheriff of the town and county of the town of Newcastle-upon-Tyne for the ensuing year. Mr. Gibson was admitted a solicitor in 1851. He is honorary secretary to the Newcastle Incorporated Law Society.

Mr. John Wright Guise, solicitor, of Gloucester, has been appointed Registrar of the Newnham County Court (Circuit No. 53), in succession to Mr. John Wakefield Barrup, resigned. Mr. Guise is the son of Mr. Francis Edward Guise, recorder of Hereford and clerk of the peace for Gloucestershire, and he was admitted a solicitor in 1880.

Mr. John Henry Jones, solicitor and notary, of Gloucester, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Jones was admitted a solicitor in 1874.

Mr. Andrew Parker, solicitor, of Newnham, has been appointed Registrar of the Winchcomb County Court (Circuit No. 53), in succession to Mr. William Smith, deceased. Mr. Parker has been for several years deputy-registrar of the Newnham County Court. He was admitted solicitor in 1876.

Mr. Thomas Robson, solicitor, of York, has been appointed Clerk to the Pocklington Board of Guardians, Assessment Committee, and Rural Sanitary Authority, and Superintendent Registrar for the district, in succession to the late Mr. Richard Boulby Bell, of Pocklington. Mr. Robson was admitted a solicitor in 1880.

Mr. Joseph Aynsley Davidson Shipley, solicitor (of the firm of Hoyle, Shipley, & Hoyle), of Newcastle-upon-Tyne, has been appointed Under-Sheriff of the town and county of the town of Newcastle-upon-Tyne for the ensuing year. Mr. Shipley was admitted a solicitor in 1862.

Mr. Lumley Smith, Q.C., and Mr. William Potter, Q.C., have been elected Benchers of the Inner Temple.

Mr. Warren Williams Arrowsmith Tree, solicitor, of Worcester and Malvern, has been appointed Under-Sheriff of the City of Worcester for the ensuing year. Mr. Tree is the son of Mr. James Tree, solicitor. He was admitted in 1876.

Mr. William Warman, solicitor, of Stroud, has been appointed Clerk to the Stroud Board of Guardians, Assessment Committee, and Rural Sanitary Authority, and Superintendent Registrar for the district in succession to Mr. Alfred John Driver, deceased. Mr. Warman was admitted a solicitor in 1860.

LAWYER MAYORS.

Mr. John Hughes, solicitor (of the firm of Miller, Peel, & Hughes), of Liverpool, has been elected Mayor of that borough for the ensuing year. Mr. Hughes is a magistrate for the borough. He was admitted a solicitor in 1861.

Mr. Joseph Griffith, solicitor, of Newcastle-under-Lyne, has been elected Mayor of that borough for the ensuing year. Mr. Griffith was admitted a solicitor in 1875.

Mr. John Osborne Smetham, solicitor and notary, of Lynn, has been elected Mayor of that borough for the sixth time. Mr. Smetham was admitted a solicitor in 1834.

Mr. Borlase Childs, solicitor, of Liskeard, has been re-elected Mayor of that borough for the ensuing year. Mr. Childs was admitted a solicitor in 1869.

Mr. John Blick, solicitor, of Droitwich, has been re-elected Mayor of that borough for the ensuing year. Mr. Blick was admitted a solicitor in 1852, and is clerk to the county magistrates at Droitwich.

Mr. Richard Nicholas Howard, solicitor, of Weymouth and Portland, has been re-elected Mayor of Weymouth for the ensuing year. Mr. Howard was admitted a solicitor in 1855. He is coroner for the Island of Portland, and clerk to the Portland Local Board.

Mr. Edward Roberts, solicitor (of the firm of Lloyd & Roberts), of Ruthin, has been elected Mayor of that borough for the ensuing year. Mr. Roberts was admitted a solicitor in 1876.

Mr. Henry Cromwell Wilkins, solicitor, of Chipping Norton, has been elected Mayor of that borough for the ensuing year. Mr. Wilkins was admitted a solicitor in 1871.

Mr. James Watson, solicitor, of Hull and Hedon, has been elected Mayor of Hedon for the ensuing year. Mr. Watson was admitted a solicitor in 1869.

Mr. Edgar Bond, solicitor, of Eye, has been elected Mayor of that borough for the ensuing year. Mr. Bond was admitted a solicitor in 1859. He is one of the borough aldermen, and registrar of the Eye and Diss County Courts.

Mr. Herbert Charles Owen, solicitor, of Wolverhampton, has been elected Mayor of that borough for the ensuing year. Mr. Owen was admitted a solicitor in 1872.

Mr. John Eustace Grubbe, barrister, has been elected Mayor of the borough of Southwold for the ensuing year. Mr. Grubbe was called to the bar at the Inner Temple in Trinity Term, 1841.

DISSOLUTION OF PARTNERSHIP.

William Henry Mawdsley, and Thomas Hughes, solicitors (Mawdsley & Hughes), Bolton, Lancashire. November 10. The business will be carried on by the said Thomas Hughes on his separate account.

[*Gazette*, Nov. 15, 1881.]

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

Coalville Brick and Terra Cotta Company, Limited.—Petition for winding up, presented Nov 4, directed to be heard before Chitty, J., on Nov 19. Wright, Leicester, solicitor for the petitioner

La Concepcion Gold Mining Company, Limited.—Petition for winding up, presented Nov 5, directed to be heard before Chitty, J., on Nov 19. Brandons, Essex st, Strand, solicitors for the petitioner.

Lambert, Gray, and Company, Limited.—Petition for winding up, presented Nov 8, directed to be heard before Chitty, J., on Nov 19. Ashurst and Co, Old Jewry, solicitors for the petitioners

Lambert, Gray, and Company, Limited.—Petition for winding up, presented Nov 4, directed to be heard before Chitty, J. on Nov 26. Goldberg and Langdon, West st, Finsbury circus, solicitors for the petitioners

Local Fish Markets, Limited.—Petition for winding up, presented Nov 3, directed to be heard before Chitty, J., on Nov 19. Wilson and Co, Copthall bldgs, solicitors for the petitioner

New Bronfloyd Company, Limited.—Chitty, J., has fixed Monday, Nov 21, at 12, at his chambers, for the appointment of an official liquidator

Onllwyn and Dulais Colliery Company, Limited.—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to William Waddell, 1, Queen Victoria st. Monday, Dec 19, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Patent Composite Fire Light Company, Limited.—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Walter Winder Feast, 27, Mincing lane. Wednesday, Dec 7, at 12, is appointed for hearing and adjudicating upon the debts and claims

Scotch Bank, Limited.—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to William Henry Thurston, 118, Bishopsgate st. Thursday, Dec 8, at 12, is appointed for hearing and adjudicating upon the debts and claims [*Gazette*, Nov. 11.]

Argus Newspaper Company, Limited.—By an order made by Hall, V.C., dated Nov 4, it was ordered that the above company be wound up. Turner, Serjeants' inn, Chancery lane, solicitor for the petitioners

Aston Steamship Company, Limited.—By an order made by Chitty, J., dated Nov 5, it was ordered that the above company be wound up. Burn, Clement's lane, Lombard st, solicitor for the petitioners

Birmingham Acorn Hotel Company, Limited.—By an order made by Chitty, J., dated Nov 5, it was ordered that the voluntary winding up of the above company be continued. Robinson and Co, Lincoln's-inn-fields, agents for Rowlands and Co, Birmingham, solicitors for the petitioners

General Mineral Water Supply Association, Limited.—Chitty, J., has fixed Thursday, Nov 24, at 12, at his chambers, for the appointment of an official liquidator

Oil Varnish Manufacturing Company, Limited.—By an order made by Bacon, V.C., dated Nov 5, it was ordered that the above company be wound up. Jenkinson and Co, Frederick's pl, Old Jewry, solicitors for the petitioners

Reece's Patent Ice Company, Limited.—By an order made by Hall, V.C., dated Nov 5, it was ordered that the above company be wound up. Flint and Gardner, St Helen's pl, solicitors for the petitioner

St. Vincent's Rocks Hotel Company, Limited.—By an order made by Fry, J., dated Nov 4, it was ordered that the voluntary winding up of the above company be continued. Clarke and Co, Lincoln's-inn-fields, solicitors for the petitioner

Tawe Tin Plate Company, Limited.—Petition for winding up, presented Nov 11, directed to be heard before Hall, V.C., on Nov 25. Crowder and Co, Lincoln's-inn-fields, agents for Gaskoin and Fry, Swansea, solicitors for the petitioners

Wetley Brick and Pottery Company, Limited.—By an order made by Hall, V.C., dated Nov 4, it was ordered that the above company be wound up. Russell, Coleman st, solicitor for the petitioners [*Gazette*, Nov. 15.]

Unlimited in Chancery.

Middlesbrough, Redcar, Saltburn-by-the-Sea, and Cleveland District Permanent Benefit Building Society.—Kay, J., has by an order, dated Sept 16, appointed William Barclay Peat, Middlesbrough, and John Vernon Cooper, joint official liquidators. Creditors are required, on or before Dec 8, to send their names and addresses, and the particulars of their debts or claims, to the above. Tuesday, Jan 10 at 12 is appointed for hearing and adjudicating upon the debts and claims.

Penarth, Sully, and Barry Railway Company.—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to Horace Woodburn Kirby, 4, Coleman st. Thursday, Dec 22, at 12, is appointed for hearing and adjudicating upon the debts or claims [*Gazette*, Nov. 11.]

County Palatine of Lancaster.

Limited in Chancery.

Iron, Steel, and Hardware Company, Limited.—Petition for winding up, presented Nov 9, directed to be heard before the V.C., at his chambers, 21, Old sq, Lincoln's inn, on Monday, Nov 21. Barrell and Co, Liverpool, solicitors for the petitioner [*Gazette*, Nov. 11.]

Unlimited in Chancery.

Longsight Permanent Benefit Building Society.—By an order made by the V.C., dated Nov 1, it was ordered that the above society be wound up. Dowse, Manchester, solicitor for the petitioner [*Gazette*, Nov. 11.]

Stannaries of Cornwall.

Medlyn Moor Mining Company.—Petition for winding up, presented Nov. 7, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Nov 24, at 11. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Nov 22, and notice thereof must at the same time be given to the petitioner or his solicitors. Hodge and Co, Truro, petitioner's solicitors [*Gazette*, Nov. 11.]

Friendly Societies Dissolved.

Friendly Society, Old Sportsman inn, Steeple Claydon, Buckingham. Nov 7 [*Gazette*, Nov. 11.

Independent Order of Masons, Shawforth, near Rochdale. Nov 12 [*Gazette*, Nov. 15.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

Tuesday, November 15.—Mr. Kirk in the chair.—Messrs. A. St. J. Stevenson, H. H. Richardson, F. N. Chapple, R. B. Pope, D. Hick, and M. J. Greener were elected members. Mr. E. G. Spiers opened in the affirmative the question appointed for discussion, which was as follows: "A. employed B. to collect the rents of certain property, the latter contracting to pay the rents to him (A.) when received. A. afterwards assigned the property to C. B., having continued to collect the rents, was sued by A. upon his contract. Could B., in the absence of any claim on the part of the assignee, resist A.'s action?" —*Biddle* v. *Bond* (34 L. J. Q. B. 137); *Kingsman* v. *Kingsman* (L. R. 6 Q. B. D. 122). A debate ensued, in which the affirmative view was supported by Messrs. Child, P. T. Rhys, C. E. Barry, and Lemon, and the negative view by Messrs. F. J. Green, E. Williams, Handcock, and Richardson. The opener having replied, the chairman summed up, and the question on being put to the meeting was decided in the negative by nine votes to six. The following is the subject for debate on the 22nd inst.: "That the prosecutions promoted by the Church Association under the Public Worship Regulation and the Church Discipline Acts are impolitic."

UNITED LAW STUDENTS' SOCIETY.

At a meeting held at the Law Institution on the 7th inst., Mr. Bartrum in the chair, the moot for discussion—"Should the posting of a letter be deemed to affect the person to whom it is addressed, although it never in fact reaches him?"—was opened by Mr. Parsons in the negative. Mr. Parsons was supported by Messrs. Lomas and Rosher, and opposed by Messrs. Collyer and Bates. The opener having replied, the chairman summed up, and the question on being put to the meeting was decided in the negative. Members present, 9; visitor, 1.

At a meeting held at Clement's-inn Hall on the 9th inst., Mr. D'A. B. Collyer in the chair, Mr. Mott-Whitehouse moved, "That the present system of trading, miscalled Free Trade, is injurious to England." Mr. Whitehouse was opposed by Messrs. Tillotson, Robinson, Blackwell, and Spence, and supported by Mr. Parsons. The opener replied, and the chairman having summed up, the motion was put to the meeting and declared lost. Members present, 14; visitors, 3. The committee has awarded the Union Prize to Mr. F. W. Steere, of the Birmingham Law Students' Society.

THE LANCASTER CHANCERY COURT.

In an appendix to the report of the Liverpool Incorporated Law Society we find the following suggestions of the Vice-Chancellor as to the improvement in the practice and procedure in the Palatine Chancery Court and the offices thereof:—

I.—That the Vice-Chancellor reside within the district of the Palatine Court, or within easy access of the towns of Liverpool and Manchester.

II.—That instead of sittings being held as now in London, there be held a sitting of the court one day in each week alternately in Liverpool and Manchester when the Palatine Court is not in regular session, and when the High Court is sitting. But that power be reserved to the Vice-Chancellor to adjourn any sitting to London if he shall think it proper so to do, and to dispose of any extra costs consequent thereon as he shall direct.

III.—That during the regular sittings of the Palatine Court, the Vice-Chancellor shall on two days in each week sit in chambers, on such days and at such hours as he may appoint, to hear and dispose of summonses adjourned for hearing before him, and that the practice in respect of such adjourned summonses be, as far as possible, assimilated to that of the High Court.

IV.—That if the suggestions I., II., and III. be adopted, the clerk of the Vice-Chancellor do also reside within the district or within easy access of Liverpool and Manchester, and that he be paid a salary of £300 per annum, instead of, as at present, receiving £50 certain, 5*s.* for each order made in London, and the payments now made to him for attendance on the Vice-Chancellor when the court is sitting at Liverpool or Manchester.

V.—That the district registrar's appointment book be during office hours open to public inspection at the registrar's office, and that nothing but the business appointments of the office be entered therein.

VI.—That a further officer be appointed on the permanent staff of the registrar's office, to be called "the assistant registrar," at a salary of not exceeding £500 per annum.

VII.—That such assistant registrar shall in all matters act under the guidance and control of the district registrar, but that the duties more immediately devolving upon him shall be—(*a*) to attend sales made under the order and direction of the court; (*b*) to tax costs; (*c*) to take examinations and cross-examinations of witnesses; (*d*) to prosecute ordinary class inquiries, inquiries as to next of kin, heirships, and the like, and to take ordinary accounts.

VIII.—That in addition to the duties above specifically mentioned, the assistant registrar shall, if and when required so to do by the district registrar, attend the Vice-Chancellor in court, and transact such other business of the office as the district registrar may from time to time direct.

IX.—That during the periods when the district registrar shall be absent from the office, for vacation or any other reasonable cause, the district registrar may, in writing under his hand, appoint the assistant registrar to transact all business now transacted by the district registrar; and the assistant registrar shall thereupon transact all such business accordingly.

X.—That the district registrar and the assistant registrar shall henceforth be entitled to the following vacations in each year, namely:—

District registrar.—One calendar month, dating from the end of the August sitting of the court; one week at Christmas—namely, from the 22nd to the 28th of December, both inclusive; and one week at Easter—namely, from the Wednesday before Easter day to the Tuesday in Easter week, both inclusive.

Assistant registrar.—Such period not exceeding one calendar month as may elapse between the expiration of one calendar month after the end of the August sittings of the court and the period fixed for the commencement of the October sittings of the court; one week at Christmas—namely, from the 29th of December to the 4th of January, both inclusive, and one week at Whitsuntide—namely, from the Friday before till the Thursday after Whit Sunday, both inclusive.

That the clerks in the office be allowed such vacations as the district registrar, with the consent, in writing, of the Vice-Chancellor shall appoint.

XI.—That no clerk in the office be allowed, under any pretext whatsoever, to receive payment for office work done out of office hours. Breach of this rule to render clerk liable to instant dismissal.

XII.—That the present head clerk, Mr. Ryland, be paid by a fixed yearly salary of £ , and that any profits accruing to the office by copying done by stationers be carried to the general credit of the Suitors' Fund Account.

XIII.—That the present offices of the court be altered so as to give to the district registrar and to the assistant registrar private rooms for the transaction of business.

XIV.—That any solicitor desiring to obtain taxation of a bill of costs may obtain an appointment for such taxation, notwithstanding that his bill has not then been vouched. But such bill must be properly vouched before the same is brought in for taxation, and if it be not so vouched the taxation thereof will not be proceeded with. All costs incurred by reason of an unvouched bill of costs having been brought in for taxation shall be dealt with by the district registrar or assistant registrar, as the case may be, subject, nevertheless, to appeal to the Vice-Chancellor, whose decision shall be final.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

HARVEY, MARY ANN, Mutford, Suffolk. Dec 1. Wright v Woods, Chitty, J. Reeve, Lowestoft

HODGSON, JOHN BELLSHAW, Kingston-upon-Hull, Wine Merchant. Dec 5. Hodgson v Beecroft, Fry, J. Walker, Hull

LAWRENCE, WILLIAM, Eastcott, near Pinner, Gentleman. Nov 26. Lawrence v Conkes, Hall, V.C. Gardiner and Co, John st, Adelphi

LLOYD, WILLIAM, Portmadoc, Carnarvon, Draper. Nov 30. Lloyd v Lloyd, Fry, J. Jones, Partmadoc

OTBY, HENRY, Roydon, Essex. Dec 5. Broadbent v Barrow, Fry, J. Lawford, Austin-friars

STOCKEN, WILLIAM, Baldock, Hertford, Solicitor. Dec 1. Obert v Stocken, Hall, V.C Andrew, Gt James st, Bedford row

[*Gazette*, Nov. 4.]

BENYON, SAMUEL ASHTON YATE, Stetchworth, Cambridge, Lieutenant in Her Majesty's 63rd Regiment. Dec 8. Benyon v Hervey, Chitty, J. Wright, Fenchurch st

EARP, HENRY SMITH, Wolverhampton. Dec 19. Earp v Earp, Hall, V.C. Colebourn, Wolverhampton

FELL, JOSEPH, Parlour Door Keeper of the Bank of England. Dec 9. Fell v Fell. Fry, J. Randall, Copthall bldgs

HORSFALL, JOHN, Butcher hill, near Todmorden, Lancaster, Gentleman. Dec 10. Briggs v Wadsworth, Fry, J. Bromley, Todmorden

MIDGLEY, GEORGE, Kingston-upon-Hull, Grocer. Nov 26. Midgley v Booth, Hall, V.C. Jackson, Kingston-upon-Hull

REVELL, HENRY ALBERT READE, Cavendish rd, Brondesbury. Dec 16. Revell v Revell, Chitty, J. Rooke, Lincoln's inn fields

RICHARDS, EVAN MATTHEW, Brooklands, near Swansea, Colliery Proprietor. Dec 16. Dillwyn v Richards, Chitty, J. Richards, Swansea

ROYLE, GEORGE BRADBURY, Lovell's ct, Paternoster row, Bookbinder. Dec 1. Cullen v Royle, Hall, V.C. Hare, Pinner's ct, Old Broad st

WHALLEY, GEORGE, Chorley, Lancaster, Plasterer. Dec 5. Holliday v Blackidge, Bacon, V.C. Jackson, Chorley

WILDMAN, JOHN. Baildon Wood Bottom, near Shipley, York, Contractor. Dec 15. Wildman v Wildman, Fry, J. Neill, Bradford

WOOLFOOT, JAMES, Leeds, Innkeeper. Dec 10. Nutter v Dennison, Hall, V.C. Perkins, Sherburn, near South Milford

[*Gazette*, Nov 8.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25.
LAST DAY OF CLAIM.

BARNES, OSMOND, Faversham, Kent, Coal Merchant. Dec 3. Tassell and Son, Faversham

BEDD, HORATIO, Gloucester pl, Portman sq, Esq. Dec 19. Garrard and Co, Suffolk st, Pall Mall East

BRODIE, GEORGE SINCLAIR, Pembridge sq, Bayswater, Esq. Dec 12. Rose and Co, Great George st, Westminster

BUTLER, JOHN MATTHEW, Honiton, Devon, Doctor of Medicine. Dec 31. Hores and Pattisson, Lincoln's inn fields

CARR, SOPHIA, Bootham, York. Dec 3. Taylor, Old Burlington st

COLLIER, MARTHA, Plymouth, Devon, Gentlewoman. Feb 2. Wilson, Plymouth

COLLIER, MARY HINGSTON, Plymouth. Feb 2. Wilson, Plymouth

DAVIS, JOSEPH BARNARD, Shelton, Stafford, M.D., F.S.A., F.R.S. Dec 20. Jackson, Hanley

FRASER, JOHN, Great St Helen's, Merchant. Feb 1. Johnsons and Co, Austin Friars

HERBERT, WILLIAM THELOW, Princes gate, Hyde Park, Esq. Nov 30. Freshfields and Williams, Bank bldgs

HOOD, Hon HORATIO NELSON SANDYS, Cricket St Thomas, Chard. Dec 17. Hallett, Craven st

HOWORTH, WILLIAM, Bedford, a Commander in the Royal Navy. Dec 17. Hallett, Craven st

ISAAC, HENRY, Warrington crescent, Maida Vale. Nov 30. Grover and Humphreys, King's Bench walk, Temple

KIMBER, CLARISSA ELLEN, Norwich. Nov 24. Miller and Co, Bank chmbrs, Norwich

LAW, DAVID, Beckenham, Kent. Dec 31. Last and Sons, Queen Victoria st

MEPHAM, THOMAS, Heathfield, Sussex. Dec 10. Hillman, Lewes

PASCALL, HENRY, Bromley, Kent, Brickmaker. Jan 20. Collins and Wilkinson, King William st

PERRY, ROBERT, Crowkerne, Somerset, Banker. Dec 31. Sparks and Blake, Crowkerne

RICHARDS, ALEXANDER, Guilford st, Russell sq, Gent. Dec 2. White, Epsom

RIGBY, HENRY, Clanricarde gdns, Bayswater, Retired General. Dec 1.

ROBINSON, GEORGE ALDERSON, Reeth, Grinton, York, Gent. Dec 10. Tomlin, Richmond

SAYER, EDWIN COBOURG, Rutland st, Hampstead rd, Gent. Dec 15. Sayer, Maindee, nr Newport, Monmouth
SELIG, GABRIEL, Princes st, Finsbury. Nov 30. Bentwitch, Finsbury pavement
SMITH, EDWARD, St Mary's pl, Newcastle upon Tyne, Gent. Dec 1. Clayton and Gibson, Newcastle upon Tyne
WALKER, GEORGE, Southport, Lancaster, Gent. Dec 1. Welsby and Co, Lord st, Southport
WALKER, THOMAS, Nottingham, Maltster. Dec 20. Watson and Co, Nottingham
WELSTEAD, ANNE MARIA HARRIETT, Kimbolton, Huntingdon. Nov 30. Newman and Co, Clement's inn

[*Gazette*, Nov. 4.]

LEGAL NEWS.

Discussing the Government Bankruptcy Bill on Tuesday evening, at a meeting of the Manchester Law Students' Society, Dr. Pankhurst said that the Government Bill provided for the appointment of an official receiver, but vested in the Board of Trade power to appoint and control him. He submitted that that was inadmissible. The official receiver should be attached to the court, and to the court should in all respects be responsible. When the creditors were duly assembled, the official receiver presiding, they should have full power to determine in a preliminary way, by ordinary resolution, whether the estate should be wound up in bankruptcy, or be realized by arrangement, or under a composition. The ordinary resolution should be confirmed by a special resolution, grounded upon a prior statement transmitted to each creditor of the terms of the proposal, together with a report thereon by the official receiver. If the special confirming resolution should be passed, then the official receiver should report the terms of arrangement or composition to the court, who might approve of the same if deemed reasonable and for the benefit of the creditors; when so approved the same should become absolutely binding. In such method of procedure there were provided for the creditors, as a body, the necessary securities of official information, full opportunity for deliberation, and judicial supervision. The Government Bill proceeded upon that plan, but without reason prescribed that a special resolution should initiate, and ordinary resolution should confirm; it also most indefensibly proposed to postpone the confirming resolution until the bankrupt had passed his public examination, and empowered the court to refuse to confirm the arrangement or composition if the bankrupt had been guilty of misconduct which would affect his discharge. It was an error to mix up, as the Government Bill did, questions relative to the action of the creditors in administering the estate with questions affecting the conduct of the bankrupt, which simply concerned his liberation from undischarged debts. Above all, the declaration of the Government Bill, that no composition should be valid unless it provided for the payment of not less than five shillings in the pound, was distinctly contrary to principle. The creditors alone were fit judges on that point. When in meeting assembled the creditors should have full power to appoint a trustee of the estate, which appointment should be confirmed by the court. The Government Bill, while vesting in the creditors the power to appoint a trustee, introduced the Board of Trade as the confirming authority. In his opinion the power to confirm ought certainly to be in the court, and it was quite impossible to conceive that anything but mischief could arise from the intervention of the Board of Trade. The remuneration of the trustee should be secured partly upon the basis of a scale and partly upon a special report by the committee of inspection or the official receiver, subject to the sanction of the court. The Government Bill endeavoured to secure those objects, but without just reason substituted for the court the Board of Trade. The clauses in the Government Bill placing the trustee under adequate responsibility as to receipts, payments, &c., did not seem workable. What were wanted were a district comptroller, the report of the official receiver, and the controlling authority of the court. By the action of such arrangements direct responsibility would be applied to the trustee upon the spot by competently informed authority.

SALES OF ENSUING WEEK.

Nov. 21.—Messrs. SMALLPEICE & BISHOP, at the Mart, at 1 p.m., Reversions (see advertisement, Nov. 12, p. 18).
Nov. 22.—Mr. WALTER KNIGHT, at the Masons' Hall, at 1 p.m., Wine and Spirit Establishment (see advertisement, this week, p. 2).
Nov. 25.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, at 2 p.m., Reversions (see advertisement, Nov. 12, p. 18).

At the Stock and Share Auction Company's sale held on Friday at their sale room, Crown-court-buildings, Old Broad-street, the following were amongst the prices obtained:—French Date Coffee shares, 13s.; Exchequer Gold and Silver Mines, 2s. 6d.; Old Shepherd's Mines, £1 fully paid, 15s.; Royal Aquarium Summer and Winter Garden Society, £5 ordinary shares, £3 10s.; Junior Army and Navy Stores, £1 shares, 15s. 6d.; Greys Brewery, £10 6 per cent. debentures, £9 15s.; Bodidris Mining Company, £1 shares, 3s. 6d.; Llanrwst Lead Mining shares, 2s. 6d.; Confederate Dollar Bonds, Great Western, Great Eastern, and North-Eastern Railways were dealt in at market prices. Tuesday, November 15, the following were amongst the prices obtained:—Didcot, Newbury, and Southampton Rails, £10, preference shares, £2 paid, 32s. 6d.; Central Wynaad Gold Mines, £1 shares, 10s. paid, par; Wala Wynaad Indian Gold Mines, £1 shares fully paid, 7s.; Oriental Telephone, £1 shares, 10s. paid, par; Wynaad District Gold Mines, £1 shares, fully paid, 10s.; Alhambra Company, £10 shares, fully paid, £9 7s. 6d.; Hingston Down Consols Mines, £1 shares, 13s. paid, 18s. 6d.; Gold Hill Mines, £1 shares, fully paid, 13s.; Pioneer Mining, 17s.; Royal Aquarium Preference shares 4 9-16, ordinary shares, 2⅞; Grand Trunk, 3; Turks, 71; Spanish Three per Cents, Peruvian Five per Cents, Confederate Bonds, Indian Trevelyans, Glenrock, Phœnix, and Rio Tinto shares were dealt in at market quotations.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	V. C. Hall.
Monday, Nov.	21	Mr. Clowes	Mr. Leach	Mr. Ward
Tuesday	22	Koe	Latham	Pemberton
Wednesday	23	Clowes	Leach	Ward
Thursday	24	Koe	Latham	Pemberton
Friday	25	Clowes	Leach	Ward
Saturday	26	Koe	Latham	Pemberton
		Mr. Justice Fry.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, Nov.	21	Mr. Teesdale	Mr. King	Mr. Cobby
Tuesday	22	Farrer	Merivale	Jackson
Wednesday	23	Teesdale	King	Cobby
Thursday	24	Farrer	Merivale	Jackson
Friday	25	Teesdale	King	Cobby
Saturday	26	Farrer	Merivale	Jackson

LONDON GAZETTES.

Bankrupts.

FRIDAY, Nov 11, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bannerman, Edward Mordaunt, Bury st, St James, of no occupation. Pet Nov 8. Murray. Nov 25 at 11
Booth, Lionel, Duchess st, Portland pl. Pet Nov 8. Murray. Nov 25 at 11.30
Burford, James, High st, Hampstead, Builder. Pet Nov 8. Brougham, Nov 22 at 11
Evans, William Dennett, and Hemington Cant, Marsh Gate lane, Stratford, Dye Manufacturers. Motion Nov 10. Brougham. Nov 22 at 12.30
Green, Frederick John Church lane, Whitechapel, Leather Bag Manufacturer. Pet Nov 9. Brougham. Nov 22 at 12

To Surrender in the Country.

Beynon, Isaac, Narberth, Pembroke, Grocer. Pet Nov 7. Parry. Pembroke Dock, Nov 30 at 12
Davenport, George, the elder, Nantwich, Chester, Boot and Shoe Dealer. Pet Nov 7. Broughton. Crewe, Nov 23 at 11
Hildred, Alexander, Barnsley, York, Saddler. Pet Nov 7. Bury. Barnsley, Nov 25 at 11
Micklewood, Philip Henry, Plymouth, Dealer in Paper Waste. Pet Nov 7. Gidley. East Stonehouse, Nov 24 at 12
Payne, Ephraim, Leicester, Boot and Shoe Manufacturer. Pet Nov 7. Ingram. Leicester, Nov 24 at 12
Pearson, Zachariah Charles, Kingston upon Hull, Coal Merchant. Pet Nov 8. Rollit. Kingston upon Hull, Nov 29 at 3
Rawnsley, James, Bradford, York, Grocer. Pet Nov 9. Lee. Bradford, Nov 22 at 12
Shearburn, William, Joseph, Dorking, Surrey, Surveyor. Pet Nov 4. Rowland, Croydon, Nov 25 at 2
Watson, William, Wednesbury, Stafford, Innkeeper. Pet Nov 7. Clarke. Walsall Nov 24 at 3

TUESDAY, Nov. 15, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Blandy, Alfred Addison, Brook st, Grosvenor sq, Surgeon Dentist, Pet July 13. Brougham. Nov 25 at 11
Hall, James Walter Cressy, Park lane, Hyde Park, Forage Contractor. Pet Nov 11. Pepys. Nov 29 at 11
Palmer, W. H., Bolton rd, St John's Wood, of no occupation. Pet Nov 10. Hazlitt. Nov 30 at 12.30
Richardson, John, Shrewsbury rd, Willesden, Builder. Pet Nov 10. Hazlitt. Nov 30, at 12.30
Springall, John, Beaconsfield terrace, Fulham, Builder. Pet Nov 10. Hazlitt. Nov 30, at 12
Temple, Leofric, King's Bench, Walk, Temple, Counsel. Pet Nov 11. Pepys. Nov 30, at 1

To Surrender in the Country.

Crankshaw, William, Standish with Langtree, Lancaster, Innkeeper. Pet Nov 11. Hope. Wigan, Nov 29 at 11
Dawes, Joseph, Brynmawr, Brecon, Outfitter. Pet Nov 11. Shepard. Tredegar, Nov 26 at 12
Evans, Henry, Ystradyfodwg, Glamorgan, Grocer. Pet Aug 29. Spickett. Pontypridd, Nov 26 at 12
Hall, William Henry, Manchester. Pet Nov 14. Lister. Manchester, Nov 28 at 12
Macfarlane, John, Cavendish rd, Tottenham, Builder. Pet Nov 11. Pulley. Edmonton, Dec 2 at 11
Paley, Robert, Low Harrogate, York, Grocer. Pet Nov 10. Perkins. York, Nov 28 at 11
Round, William Henry, Oxford, Coal Merchant. Pet Nov 11. Bishop. Oxford, Nov 28 at 12 30
Spooner, Richard Lechmere Wilberforce, Weston super Mare, Gent. Pet Nov 12. Lovibond. Bridgwater, Nov 28 at 11
Shaw, William Edward, Birmingham, Boot and Shoe Maker. Pet Nov 10. Parry. Birmingham, Dec 1 at 2
Wood, Joseph, Nottingham, Picture Frame Maker's Manager. Pet Nov 11. Patchitt. Nottingham, Nov 28 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 11, 1881.

Featherstonhaugh, William. Oct 25

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Nov. 11, 1881.

Ashton, Thomas William, London rd, Lower Clapton, Licensed Victualler. Nov 24 at 2 at offices of Sydney, Leadenhall st
Allsop, John, Castle Hotel, Dudley, Worcester, Licensed Victualler, Nov 28 at 11 at offices of Shakespeare, Church st, Oldbury
Bates, Thomas, Bilston, Stafford, Pavior. Nov 25 at 11 at offices of Whitehouse, Queen st, Wolverhampton
Bees, William, Prince's-mews, Regent's pk rd, Cab Proprietor. Nov 29 at 3 at office of Rabbidge, King st, Cheapside. Bird, Bedford row
Booth, Joe, Upperbridge, Hounfirth, York, Grocer. Nov 28 at 11.30 at the King's Head Inn, Holmfirth. Heeley, Holmfirth
Booth, John, Gilstead Moor nr Bingley, York, Beerhouse Keeper. Nov 24 at 11 at office of Hutchinson, Piccadilly chmbrs, Bradford
Boulton, Charles, Wolverhampton, Lock and Latch Manufacturer. Nov 24 at 11 at office of Stratton, Queen st, Wolverhampton
Bragg, Walford, Heath, Bedford, Wine and Spirit Merchant. Nov 22 at 11 at the Hunt Hotel, Linslade. Roberts, Luton

Breyenzer, Henry, Clarence rd, Hackney, Baker. Dec 1 at 3 at 33, Kingsland green, Fenton
Brook, Joseph, Halifax, Ginger Beer Manufacturer. Nov 22 at 3 at Creditors Association, Southgate, Halifax
Brown, Ann, Gloucester, General Dealer. Nov 23 at 12 at office of Champney, College st, Gloucester
Bryden, James, Watford, Herts, out of business. Nov 19 at 11 at office of Armstrong, Fore st, Hertford
Buckenham, William, Wramplingham, Norfolk, Farmer. Nov 22 at 12 at office of Bavin and Daynes, Exchange st, Norwich
Burnett, James, Liverpool, Agent. Nov 28 at 3 at offices of Bartlett, Dale st, Liverpool
Cady, Alfred William, Beccles, Suffolk, Grocer. Dec 1 at 12 at offices of Hall, Quay chbrs, Gt Yarmouth. Palmer, Gt Yarmouth
Calver, Walter, Ilketshall St Andrew, Suffolk, Builder. Nov 28 at 12 at offices of Hall, Quay chbrs, Gt Yarmouth. Hartcup and Sons, Bungay
Clay, Thomas, Beeston, Notts, Baker. Nov 28 at 3 at offices of Stroud, Low pavement, Nottingham
Cocker, Joseph Edward, Dewsbury, Bookkeeper. Nov 23 at 10.15 at offices of Scholes and Son, Wakefield rd, Dewsbury
Cocksedge, Henry Leheup, Drinkstone, Suffolk, no occupation. Dec 6 at 12 at Council Chamber, Guildhall, Bury St Edmunds. Salmon and Son, Bury St Edmunds
Cook, William, Somersham, Huntingdon, out of business. Nov 24 at 2.30 at offices of Gaches, Cathedral-gateway, Peterborough
Collins, Alfred, Stalbridge, Dorset, Grocer. Nov 25 at 12 at Antelope Hotel, Sherborne
Bennett, Bruton
Cosgrove, Joseph, Railway Vaults, Flint, Beerhouse Keeper. Nov 28 at 3 at offices of Cartwright, White Friars, Chester
Daniels, William, Hudderafield, Coal Merchant. Nov 30 at 11 at offices of Johnson and Crook, Market-walk, Hudderafield
Davis, James, Highbury Vale, Bulwell, Nottingham, Miner. Nov 25 at 3 at offices of Lees, Severn chmbrs, Middle-pavement, Nottingham
Dixon, James, Leeds, Coal Dust Manufacturer. Nov 23 at 3 at offices of Pullan, Albion st, Leeds
Keaney, John Eadon (and not Redney, as erroneously printed in last Gazette), Cutlery Manufacturer, Sheffield. Nov 21 at 3 at offices of Webster and Styring, Hartshead, Sheffield
Evans, John, Llanwrin, Montgomery, Quarryman. Nov 23 at 3 at Lion Hotel, Machynlleth, Montgomery. Smith, Aberystwith
Faulkner, Samuel, Higher Crumpsall, nr Manchester, Agent. Nov 22 at 3 at offices of Heath and Sons, Manchester
Felsenstein, Jacob, Worship st, Wholesale Furrier. Nov 23 at 3 at offices of Goldberg and Langdon, West st, Finsbury circus
Fenn, Joseph, Birmingham, Tailor. Nov 23 at 11 at offices of Free, Temple row, Birmingham
Finney, William, Bromyard, Hereford, of no occupation. Nov 22 at 3 at Hop Market Hotel, Foregate st, Worcester. Browne, Bromyard
Flicker, Edwin James, Bexley Heath, Kent, Grocer. Nov 24 at 3 at offices of Cooper and Co, Lincoln's-inn-fields
Friar, John, and John Fitzgerald, South Bank, York, Grocers. Nov 21 at 11 at offices of Robson, Linthorpe rd, Middlesborough
Gain, John Thomas, Leeds, Commission Agent. Nov 22 at 11 at Borough Arms Cocoa House, New market, York st, Leeds
Garnham, Joseph, and John Abraham Watkins, Gosbeck, Suffolk, Farmers. Nov 29 at 11 at offices of Pollard, St Lawrence st, Ipswich
Goold, Jabez Canning, and Rose Ann Goold, Leamington, Warwick, Milliners. Nov 19 at 3 at offices of Overell and Son, Warwick st, Leamington Friars
Gregory, John, sen, and William Gregory, Hurlfield, nr Sheffield, Brick Manufacturers. Nov 24 at 12 at Cutler's Hall, Church st, Sheffield. Thomas and Co
Groves, Edwin Alfred, Purbeck, Dorset, Farmer. Nov 26 at 11 at offices of Trevanion, New st, Poole, Dorset
Hitchcock, Henry, Birmingham, Coal Dealer. Nov 24 at 2 at offices of Eaden, Bennett's hill, Birmingham
Hall, John, Ilkeston, Derby, Miner. Nov 23 at 11 at offices of Stevenson, Weekday cross, Nottingham
Haley, William Holdsworth, Stanningley, nr Leeds, Furniture Dealer. Nov 22 at 3 at offices of Lodge and Rhodes, Park row, Leeds
Halford, Edwin, Moncrieff ter, Peckham, Gold and Silver Smith. Nov 29 at 3 at Law Institution, Chancery lane. Boulton and Co, Northampton sq
Halse, Thomas Jeffery, Exeter, Furniture Broker. Nov 24 at 11 at Craven Hotel, Craven st, Strand. Luke, Exeter
Hart, Adam Clark, Leeds, Book Keeper. Nov 24 at 11 at offices of Brooke, East parade, Leeds
Hide, George William, Hastings, Sussex, Baker. Nov 25 at 12 at offices of Langham, Robertson st, Hastings
Hindle, Peter, Gorton, Lancaster, Clerk to a Local Board. Nov 25 at 3 at offices of Rowley and Co, Clarence bldgs, Booth st, Manchester
Hindle, Robert, Sale, Chester, Manager. Nov 25 at 4 at offices of Rowley and Co, Clarence bldgs, Booth st, Manchester
Hiscock, Susan Eliza, Wormwood st, Mat Manufacturer. Dec 6 at 4 at Guildhall Tavern, Gresham st. Houghtons and Byfield, Gracechurch st
Hodgson, Frank Benjamin, Worcester ter, Kilburn pk, Silk Throwster. Nov 29 at 3 at the Railway Hotel, Stroud, Gloucester. Pain, Marylebone rd
Holland, John, High st, Mold, Flint, Licensed Victualler. Nov 23 at 2 at the Albion Hotel, Chester. Roper, Mold
Holliday, Alfred, Oxford, Jeweller. Nov 29 at 11.30 at offices of Mallam, High st, Oxford
Holmberg, Constantine, Kingston-upon-Hull, Commission Agent. Nov 24 at 3 at the Imperial chmbrs, Kingston upon Hull. Jackson
Howell, Thomas, Docking, Norfolk, Bootmaker. Nov 25 at 12 at offices of Sadd and Co, Norwich
Hutchinson, Frederick, Starsted st, Kennington pk, Packing Case Maker. Nov 21 at 1 at offices of Robinson, Philpot lane
Jerrard, John Coombs, Scarborough, York, Milliner. Nov 19 at 12 at 62, Ladgate hill. Watts, Scarborough
Jordan, Robert, Bishop Auckland, Durham, Grocer. Nov 23 at 11.30 at the Talbot Hotel, Bishop Auckland. Chapman, Durham
Keyete, Charles, Paxford, Worcester, Carpenter. Nov 25 at 2 at the White Hart Hotel, Moreton-in-Marsh. Barkes, Moreton-in-Marsh
Langham, George, Accrington, Lancaster, Lime and Coal Merchant. Nov 24 at 3 at the Adelphi Hotel, Avenue parade, Accrington. Sharples, Accrington
Maddams, Joseph, Cromwell mews, South Kensington, Coachman. Nov 18 at 10 at offices of Whitwell and Co, Finsbury sq bldgs, Chiswell st
Marson, Thomas, Birmingham, Manufacturing Jeweller. Nov 23 at 2 at Grand Hotel, Colmore row, Birmingham
Maybury, Edward Milner, Southport, Lancaster, Schoolmaster. Dec 1 at 3 at 1, Cromball st, Liverpool. Eccles, Southport
McEune, Robert, Gateshead, Durham, Grocer. Nov 23 at 1 at offices of Hoyle and Co, Burdon bldgs, Westgate rd, Newcastle-upon-Tyne
Midgley, George, Southowram, Halifax, Quarryman. Nov 25 at 3.15 at offices of Storey, King Cross st, Halifax
Nicholl, John Henry, Halifax, Hatter. Nov 23 at 12 at Thatched House Hotel, New Market pl, Manchester. Wavell and Co, Halifax
Norton, Thomas, Leicester, Confectioner. Nov 29 at 3 at offices of Hincks, Bowling Green st, Leicester
Phillips, Paulin, Ramsey St Mary's, Huntingdon, Farmer. Nov 23 at 11.30 at George Hotel, Ramsey. Gaches, Peterborough
Philpot, Isaac, High st, Tunbridge Wells, Boot and Shoe Maker. Nov 29 at 12 at the Guildhall Tavern, Gresham st. Andrews and Cheale, Tunbridge Wells
Ramsden, Samuel, Huddersfield, Innkeeper. Nov 25 at 11 at offices of Bottomley, New st, Huddersfield
Richards, Edward, Crewe, Chester, Stonemason. Nov 26 at 11 at office of Hill, Market st, Crewe
Richardson, Benjamin, Batley, York, Grocer. Nov 24 at 10.15 at office of Scholes and Son, Wakefield rd, Dewsbury
Richardson, John, Shrewsbury rd, Willesden, Builder. Nov 24 at 2 at office of Greenfield and Co, Abchurch lane
Rothery, Allen, Wakefield, Worsted Spinner. Nov 23 at 3 at Royal Hotel, Dewsbury. Curry, Cleckheaton
Rourke, John Leaney, James st, Oxford st, Tailor. Nov 30 at 3 at offices of Wood and White, Poultry
Seth, Gustav Wilhelm Louis, Queen Victoria st, Commission Merchant. Dec 1 at 2 at office of Linklater and Co, Walbrook
Sewell, John, Southampton, Tailor. Nov 26 at 12 at Old Bell Hotel, Holborn. Bull, Southampton
Shaw, Nicholas Barbour, Huddersfield, Milliner. Dec 1 at 11 at office of Whitley and Whitley, New st, Huddersfield
Stevenson, David, Leeds, Tailor. Nov 24 at 2 at Law Institute, Albion pl, Leeds. Malcolm, Leeds
Sheard, Marshall, Southowram, Halifax, Quarryman. Nov 25 at 3 at offices of Storey, King Cross st, Halifax
Stancliffe, Jere, Paddock, nr Huddersfield, Boot Dealer. Dec 2 at 3 at offices of North and Co, Devonshire chmbrs, Huddersfield. Freeman, Huddersfield
Stilolph, George Frederick, Woodbridge, Suffolk, Organ Builder. Nov 29 at 3 at Crown Hotel, Woodbridge. Gooding, Ipswich
Stinton, Samuel, Alfrick, Worcester, Innkeeper. Nov 23 at 3 at Hop Market Hotel, Foregate st, Worcester. Browne, Bromyard
Smith, Thomas, Sunderland, Durham, Upholsterer. Nov 23 at 12 at offices of Neilson and Co, John st, Sunderland. Wawn and Smith, John st, Sunderland
Tibball, Alfred, Walthamstow, Essex, Grocer. Nov 23 at 3 at offices of Fowler and Co, Borough High st, Southwark
Tolly, John, Merthyr Tydfil, Boot Dealer. Nov 22 at Trade Protection Society, High st, Bristol, in lieu of the place originally named
Tongue, Charles Tom, Birmingham, Baker. Nov 24 at 3 at offices of Hawkes and Weekes, Temple st, Birmingham
Trotman, Edwin, Cardiff, Builder. Dec 1 at 11 at offices of Dalton and Co, Working st, Cardiff
Twemlow, Francis Ernest Crichton, Queen st, Soho, Licensed Victualler. Nov 30 at 3 at offices of Shearer, Basinghall st. Downing, Basinghall st
Warren, Henry William, Stockport, Chester, Joiner. Nov 24 at 2.30 at offices of Brown and Ainsworth, St Peter's gate, Stockport, Chester
Watson, John, Ashton-under-Lyne, Lancaster, Paper Bag Manufacturer. Nov 25 at 12.30 at offices of Hall and Co, Fountain st, Manchester. Lord and Son, Ashton-under-Lyne
Wilcock, Richard, Wigan, Lancaster, Boat Builder. Nov 24 at 11 at offices of Wilson, King st, Wigan
Williams, Catherine, Llanfaelog, Anglesea, Grocer. Nov 25 at 2 at British Hotel, Bangor. Roberts, Holyhead
Williams, John, Liverpool, Trunk Manufacturer. Nov 25 at 3 at offices of Lumb, Imperial chmbrs, Liverpool
Williams, Williams, Penderyn, Brecon, Glamorgan, Colliery Proprietor. Nov 23 at 12 at offices of James and Co, High st, Merthyr Tydfil
Williams, William, Morriston, Swansea, Boot Dealer. Nov 21 at 11 at offices of Dauncey, Albion chmbrs, Newport
Wood, John, Huddersfield, Draper. Nov 24 at 10.30 at Imperial Hotel, New st, Huddersfield. Ainley and Hall, Huddersfield
Wood, William Edward, and Edmund Nicolas, Accrington, Engineers. Nov 24 at 12 at Mechanics' Institute, Willow st, Accrington. Haworth and Broughton
Woollons, John Thomas, Kingston-upon-Hull, Manufacturing Confectioner. Nov 23 at 2.30 at offices of Pickering, Parliament st, Kingston-upon-Hull. Holden and Co
Wheeler, John James, Leytonstone, Essex, Builder. Nov 23 at 3 at Guildhall Tavern, Gresham st. Armstrong and Lamb, Old Jewry
Whittaker, Joseph, Bouverie st, Paddington, Builder. Nov 29 at 3 at offices of Hall, Warwick ct, Gray's inn
Young, William, Walthamstow, Essex, Builder. Nov 22 at 3 at offices of Sewell and Edwards, Gresham House, Old Broad st

TUESDAY, Nov. 15, 1881.

Andrew, Frederick Theodore, Broadgate, Preston, Boot and Shoe Manufacturer. Nov 25 at 3 at offices of Blackhurst, Fox st, Preston
Askew, Thomas, and Henry Askew, Parkgate, nr Rotherham, York, Builders. Nov 29 at 11 at offices of Harrop and Harrop, Westgate, Rotherham
Barton, Edward, Sandway, Kent, Licensed Victualler. Nov 29 at 3 at offices of Hallett and Co, Bank st, Ashford
Bates, Joseph, Blackheath, Kent, Builder. Nov 25 at 2 at Guildhall Coffee-house, Gresham st. Lydall, Watling st
Blades, William, Stamford, Lincoln, Fishmonger. Nov 29 at 10 at offices of Law, St Mary's pl, Stamford
Bond, Henry Francis, Birdingbury, Farmer. Nov 28 at 3 at offices of Wood, Southam
Booth, Abel, Pendleton, Lancaster, Butcher. Nov 29 at 3 at 35, Cannon st, Manchester. Alderson, Manchester
Bowen, John, Redditch, Worcester, Grocer. Nov 22 at 3 at offices of Simmons, Evesham st, Redditch
Brown, Edward, Beaconsfield ter, Stratford, Builder. Nov 29 at 3 at offices of Curtis, Union crt, Old Broad st
Brown, Robert Hubberstey, Batley, York, Grocer. Nov 29 at 3 at offices of Shaw, Bond st, Dewsbury
Burtsal, Frederick Robert, Hove, Sussex, Corn Merchant. Nov 24 at 3 at offices of Maynard, North st, Brighton
Cambrey, William, Birmingham, out of business. Nov 28 at 2 at offices of Brown, Waterloo st, Birmingham
Cave, Thomas, Oxford, Coal Merchant. Dec 1 at 11.30 at offices of Mallam, High st, Oxford
Claydon, Agnes Charlotte, Plumstead, Kent, Milliner. Nov 30 at 3 at offices of Fowler and Co, Borough High st, Southwark
Clifton, William, Horsington, Lincoln, Farmer. Nov 30 at 11 at offices of Clitherow and Elsey, Lindsey ct, Horncastle
Cooke, Edward, Richard Wilham Cooke, and Charles Cooke, Woodhouse, Derby, Farmers. Nov 28 at 3 at offices of Gee, High st, Chesterfield
Cooke, Richard William, Dronfield, Derby, Farmer. Nov 28 at 4 at offices of Gee, High st, Chesterfield
Derry, John, Hugglescote, Leicester, Farmer. Nov 28 at 11 at offices of Fisher and Co, Ashby-de-la-Zouch
Dickie, Fredric Randall, Kennington rd, Barman. Nov 25 at 3.30 at office of Chappell and Gibbons, Lincoln's inn fields
Eaton, James, Barnsley, York, Hairdresser. Nov 28 at 11 at offices of Gray, Eastgate, Barnsley
Ebdon, William Lewis, Exmouth, Devon, Builder. Nov 28 at 11 at offices of Toby, Castle st, Exeter
Eddison, William, Leeds, Grocer. Nov 28 at 11 at offices of Dale, Albion st, Leeds
Ellison, Henry, Goswell rd, Islington, Grocer. Nov 30 at 3 at offices of Hanson, King st, Cheapside
Estell, Sarah, Hanover sq, Dentist. Nov 23 at 2 at offices of Bayfus and Bayfus, Lincoln's inn fields
Essenhigh, Letham John, Gravesend, Water Rate Collector. Nov 29 at 12 at offices of Sharland and Hatton, Court house, King st, Gravesend
Evenson, Joseph, Penmaenpool, Dolgelley, Merioneth, Innkeeper. Nov 30 at 1 at Wynnstay Arms, Ruabon
Fagrotter, Lewis, Sandgate, Kent, Mineral Water Manufacturer. Nov 30 at 3 at Guildhall Tavern, Gresham st. Minter, Folkstone

Falconer, William Graham, Middlesborough, Lithographer. Nov 25 at 3 at offices of Lewis, Zetland rd, Middlesborough
Fielding, John, Crimble, Huddersfield, Joiner. Nov 28 at 10.30 at offices of Ainley and Hall, New st, Huddersfield
Francis, Robert, King's Lynn, Norfolk, Outfitter. Nov 26 at 10.12 at offices of Hill, St Nicholas st, Ipswich
Franks, George Henry, Guisborough, York, Cabinet Maker. Nov 26 at 11 at offices of Draper, Finkle st, Stockton-on-Tees
Fryer, Peter, Mount Pleasant, Hastings, Builder. Nov 24 at 3 at offices of Miller and Miller, Sherborne lane
Fulford, Fanny, Thomas Fulford, and Edwin Fulford, West Dean, Wilts, Farmers. Nov 28 at 2 at offices of Nodder and Gater, City chmbrs, High st, Salisbury
Garratt, Samuel, Lincoln, Licensed Victualler. Nov 28 at 11 at offices of Swan and Bourne, Silver st, Lincoln
Gething, Henry, Tirpenry, Swansea, Chemical Manufacturer. Nov 24 at 3 at offices of Evans and Davies, Wind st, Swansea
Gibbons, John Thomas, Great Marlow, Bucks, Baker. Nov 30 at 3 at Bear Hotel, Maidenhead. Spender, Maidenhead
Gill, Charles, Coates, Isle of Ely, Cambridge, Cordwainer. Dec 2 at 12 at offices of Reeve, High causeway, Whittlesey
Ginger, Thomas, Mill Hill, Hendon, Carpenter. Nov 28 at 2 at 17, Essex st, Strand. Rogers
Gough, Edward, Clifton, Bristol, out of business. Nov 29 at 12 at offices of Anstey, John st, Bristol. Evans
Gough, John Samson, Accrington, Lancaster, Confectioner. Nov 28 at 3 at Mechanics Institute, Willow st, Accrington. Haworth and Broughton, Accrington
Hargreaves, William Henry, Bradford, York, Plasterer. Nov 28 at 3 at offices of Berry and Robinson, Charles st, Bradford
Hart, Samuel, Wootton Bassett, Wilts, Ale Merchant. Nov 29 at 1 at Queen's Hotel, Swindon Cooke, Gloucester
Heath, Richard, Brighton, Commercial Traveller. Dec 2 at 3 at offices of Goodman, North st, Brighton
Hedges, Joseph, Virginia row, Bethnal Green, Manager. Nov 23 at 12 at 40, Bishopsgate Without. Archer, Bryard rd, Peckham
Hill, George, Breadsall, Derby, Brickmaker. Dec 1 at 3 at offices of Davenport Norton, St James's st, Derby
Hothersall, Richard, Preston, Lancaster, Butcher. Nov 28 at 3 at office of Clarke, Lune st, Preston
Houston, Andrew, Newport, Isle of Wight, Travelling Draper. Nov 26 at 2 at offices of Edmonds and Co, Cheapside. Eldridge, Jun, Newport
Howe, William Best, Torquay, Devon, Milliner. Nov 28 at 3 at the Castle Hotel, Castle st, Exeter. Orchard, Exeter
Hughes, Albert Northwich, Chester, Publican. Dec 1 at 3 at offices of Cheshire and Son, Northwich
Hurst, Thomas, Denton, Lancaster, Clothier. Dec 1 at 3 at Merchants' Hotel, Oldham st, Manchester. Drinkwater, Hyde
James, William Henry, and Sydney Orford, Birmingham, Wholesale Warehousemen. Nov 28 at 1 at offices of Wright and Marshall, New st, Birmingham
Johnson, James, Sonning, Corn Merchant. Nov 25 at 11 at Wheatsheaf Hotel, Reading. Creed
Jones, Mary, David Owen Jones, William Edward Jones, Towyn, Merioneth, General Furniture Dealers. Nov 24 at 10 at offices of Howell and Evans, Maengwyn st, Machynlleth
Keep, Henry, Newington causeway, Hosier. Dec 1 at 3 at offices of Dear, Gresham st
Key, Charles, Corely, Salop, Collier. Nov 28 at 3 at offices of Thursfield, Swan st, Kidderminster
Lamb, Sam, Bradford, Potato Salesman. Nov 26 at 12 at offices of Watson and Dickons, Cheapside, Bradford
Lawson, Anthony, Leeds, Furnishing Salesman. Dec 1 at 3 at offices of Shaw, Commercial st, Leeds
Lloyd, David, Carmarthen, Draper. Nov 28 at 10 30 at offices of White, King st, Carmarthen
Locke, James, Exeter, Tea Dealer. Nov 25 at 12 at offices of Southcott, Post Office st, Exeter. Brown, Exeter
Lyon, Joseph, Stockton, Durham, Boot Maker. Nov 25 at 2 at Drapers' Society, Cheapside. Thompson, Stockton-on-Tees
Mapleston, Charles, and Charles Frederick Mapleston, Coningsby, Lincoln. Nov 25 at 11 at office of Harrison, Bank st, Lincoln
Marsh, William, Bentley, nr Doncaster, Land Agent. Dec 5 at 3 at office of Gill and Hall, Wakefield
Marshall, Stephen, St Albans, Grocer. Nov 28 at 3 at George Hotel, St Albans. Wells, St Albans
Middleton, William James, Barnard Castle, Durham. Schoolmaster. Nov 25 at 3 at office of Richardson, Barnard Castle. Draper, Stockton-on-Tees
Morse, George, Begelly, Pembroke, Builder. Nov 24 at 2 at Butzen Arms Hotel, Narberth. Griffiths, Carmarthen
Morsman, Walter George, Gosport, Grocer. Nov 28 at 2·40 at office of Edmonds and Co, Cheapside. King, Portsea
Moss, George, Norton-in-the-Moors, Stafford, Joiner. Nov 25 at 11 at offices of James, Nelson sq, Newcastle-under-Lyne
Nicklin, Francis, Stone, Stafford, Innkeeper. Nov 28 at 11 at offices of Ashmall, Albion st, Hanley
Palmer, Henry, Landel's rd, East Dulwich, Mason. Dec 1 at 3 at office of Peckham and Co, Knight Rider st, Doctors' Commons
Parker, William, Middleton-by-Youlgreave, Derby, Farmer. Dec 5 at 2 at Castle Hotel, Bakewell. Calder, Derby
Pearsall, John, Birmingham, Brassfounder. Nov 28 at 12 at offices of Haigh, Waterloo st, Birmingham
Pick, Henry, Southwick, Northampton, Farmer. Nov 25 at 10 at offices of Law, St Mary's pl, Stamford
Pooley, Alfred, Liverpool, out of business. Nov 25 at 3 at offices of Gibson and Bolland, South John st, Liverpool. Copeman
Pratt, Francis John, Cheltenham, Colliery Agent. Nov 28 at 11 at offices of Clark, Regent st, Cheltenham
Quayle, Alfred, Hanley, Stafford, Clogger. Nov 25 at 3 at offices of Llewellyn and Ackrill, Picadilly st, Tunstall
Rendell, Joseph, John st, Shacklewell, Contractor. Nov 29 at 3 at offices of Andrews and Mason, Ironmonger lane, Cheapside. Barratt, John st, Bedford row
Ruggles, John, Brentwood, Essex, Beer Retailer. Nov 25 at 3 at offices of Noton, Lombard st
Saunders, John, Tillington, Sussex, Farmer. Nov 24 at 11 at Half Moon Inn, Petworth. Albery and Lucas, Midhurst
Shayler, David, Oxford, Dairyman. Nov 30 at 11 at offices of Whitfield, Michael's chmbrs, Oxford
Simpson, Edward, Newcastle-upon-Tyne, Licensed Victualler. Nov 24 at 11 at offices of Alcock and Routledge, Frederick Lodge, St Thoma2 st, Sunderland
Smith, Joseph, Camerton, Cumberland, Blacksmith. Nov 29 at 11.30 at offices of Hayton and Simpson, Cockermouth. Hayton and Simpson, Cockermouth
Smith, Timothy, South Normanton, Derby, Grocer. Nov 28 at 3 at offices of Jones and Middleton, Gluman gate, Chesterfield
Smith, William, Idle, York, Draper's Assistant. Nov 28 at 4 at offices of Atkinson and Wilson, Tyrrell st, Bradford
Smith, William Charles, jun, Old Kent rd, Provision Merchant. Nov 23 at 4 at Victoria House, Trinity st, Southwark. Bordman and Co
Smith, William Fawcett, Weldon Wansford, Northampton, Physician. Nov 29 at 12 at offices of Baylis and Pearce, Church ct chmbrs, Old Jewry
Southwell, John Albert, Wisbech St Peter, Crmbridge, Tailor. Nov 25 at 1 at offices of Fraser and Wright, Old Market st, Wisbech
Stephens, Albert Arthur, Stanley rd, Ball's pond rd, Cab Driver. Nov 24 at 2 at Mason's Hall Tavern, Mason's avenue. Bassett, Fenwick rd, East Dulwich
Stevens, William, Hythe, Kent, Boot Maker. Nov 25 at 12 at Guildhall Coffeehouse. Carder, Dover
Swatman, Emily Norton, St Leonard's-on-Sea, School Proprietress. Nov 25 at 12 at offices of Phillips and Cheeseman, Havelock rd, Hastings
Thompson, John, and Nicholas Thompson, Hayton, Lancaster, Joiners. Nov 28 at 2.30 at offices of Artindale and Artindale, Hargreaves st, Burnley
Tinson, Henry, St John's st, West Smithfield, Packing Case Maker. Dec 5 at 2 at offices of Scott, College hill, Cannon st
Todd, Thomas, Howdon-on-Tyne, Northumberland, out of business. Nov 30 at 2at offices of Moody, Claydon st, Newcastle-on-Tyne
Tunnard, Esau, Kirton, nr Boston, Lincoln, Plumber. Nov 26 at 12-30 at offices of Bailes, Church lane, Boston
Wade, William, Crewe, Chester, Builder. Dec 2 at 1.30 at Brunswick Hotel, Nantwich rd, Crewe. Warburton, Crewe
Wainwright, John, Birmingham, Coal Dealer. Nov 29 at 11 at offices of Jackson and Sharpe, High st, West Bromwich
Wakmaen, Joseph John, Wolverhampton, Stafford, Licensed Victualler. Nov 30 at 11 at offices of Rhodes, Queen st, Wolverhampton
Wall, James, Lincoln, Cigar Merchant. Dec 1 at 11 at offices of Andrew, Midland Temperance bldgs, Silver st, Lincoln
Watson, Pilfold Fletcher, Leeds, Dealer in Fine Arts. Nov 25 at 3 at offices of Austin, Victoria bldgs, Park lane, Leeds
Weaver, George, Farmborough, Somerset, Farmer. Nov 26 at 12 at offices of Wilton and Sons, Westgate bldgs, Bath
Whipps, William John, Princes sq, St George's-in-the-East, Soap Manufacturer. Dec 7 at 3 at offices of Macarthur and Son, John st, Bedford row
Youens, James, High Wycombe, Buckingham, Grocer. Dec 5 at 1 at offices of Clarke, Easton st, High Wycombe

CONTENTS.

NOTICES TO CORRESPONDENTS.—*All communications intended for publication in the* SOLICITORS' JOURNAL *must be authenticated by the name and address of the writer.*